

**THE VILLAGE OF DEXTER
VILLAGE COUNCIL MEETING
MONDAY May 8, 2006**

*******7:30pm*******

Dexter Senior Center, 7720 Dexter Ann Arbor Road

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

B. ROLL CALL: President Seta J. Carson P. Cousins S. Keough
 J. Semifero T. Walters D. Fisher

C. APPROVAL OF THE MINUTES

1. Regular Council Meeting Minutes- April 24, 2006
2. Special Meeting with WCRC – April 25, 2006

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D. PRE-ARRANGED PARTICIPATION:

Pre-arranged participation will be limited to those who notify the Village office before 5:00 p.m. Tuesday of the week preceding the meeting, stating name, intent and time requirements (10-minute limit per participant)

Jim Hegarty of Prein & Newhoff- Mill Pond Dam Removal Issues

Page#13-22

E. APPROVAL OF AGENDA:

F. PUBLIC HEARINGS

Action on each public hearing will be taken immediately following the close of the hearing

None

This meeting is open to all members of the public under Michigan Open Meetings Act

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G. NON-ARRANGED PARTICIPATION:

Non-arranged participation will include those in the audience not listed on the agenda that wish to speak. At the Village President's discretion, members of the audience may be called on to speak at any time. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives.

H. COMMUNICATIONS :

1. WCRC- Parker Road Bridge Closure 4-28-06
2. WC Sheriff Department- Sgt. Filipiak 4-28-06
3. WC Sheriff Dept.-Local Merchants letter 4-29-06
4. Spring Clean-Up, May 12, 2006

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I. REPORTS:

1. Department of Public Services- Ed Lobdell

Page#29-39

2. Community Development Manager-Allison Bishop

Page#41-42

3. Board and Commission Reports

4. Subcommittee Reports

Utility Committee- Meeting with Webster Twp

Page#43-44

5. Village Manager Report

Page#45-50

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6. President's Report

Update from WCRC Meeting May 5, 2006 and Bridge Cost Share Agreement

J. CONSENT AGENDA

Bills & Payroll will be a standing item under consent agenda. Discussion of the Budget and Financial matters will be covered under the Presidents Report as a standing item. Items under consent agenda are considered routine and will be acted upon in one motion. There will be no separate discussion of these items unless a Council Member so requests, and the item will be removed from Consent and added to the regular agenda at the end of New Business

1. Consideration of: Bills & Payroll in the amount of: **\$87,850.85**

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2. Consideration of: Request from Dexter Lions to hold their annual White Cane sales on May 19th and 20th, 2006 throughout the Village.

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K. OLD BUSINESS- Consideration and Discussion of:

1. Discussion of: Request for annexation from Jim Haeussler of Peters Building Company – Update?
2. Consideration of: GENERAL CODE AMENDMENT CHAPTER 58-UTILITIES, SECTION 39-WATER RESTRICTIONS

Page#61-63

3. Consideration of: Mill Pond Upstream Property Research -Update

Page#65-70

L. NEW BUSINESS- Consideration and Discussion of:

1. Discussion of: Proposed Water and Sewer Rate adjustments through 2009

Page#71-73

2. Discussion of: S2 Grant Application (SRF & SWQIF)

Page#75-99

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3. Consideration of: Recommendation to enter into an agreement with Washtenaw Development Council for services for 2006

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M. COUNCIL COMMENTS

N. NON-ARRANGED PARTICIPATION

Same as item F Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives

O. ADJOURNMENT:

This meeting is open to all members of the public under Michigan Open Meetings Act

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DEXTER VILLAGE COUNCIL
REGULAR MEETING
MONDAY, APRIL 24, 2006

Minutes- April 24, 2006

AGENDA Page 1 of 5 C-1
ITEM 5-8-06

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:30 by President Seta in the Dexter Senior Center located at 7720 Dexter Ann Arbor Rd. in Dexter, Michigan

B. ROLL CALL:

P. Cousins	S. Keough	J. Semifero
T. Walters	J. Carson	D. fisher
J. Seta		

C. APPROVAL OF THE MINUTES

Minutes of the Regular council meeting of April 10, 2006.

Motion Walters, support Carson to approve the minutes of Regular Council meeting of February 27, 2006 as amended to move the two motions re: the pavilion in community park to I. 3, Board and Commission reports-Parks Commission; and under NEW BUSINESS, L. 2, rate increase to be 5% per year; and under COUNCIL COMMENTS-Mr. Semifero ,millage for historic preservation not 800 MHZ.

Ayes: Cousins,Fisher,Keough,Semifero,Walters,Carson,Seta.

Nays: none

Motion carries

D. PREARRANGED PARTICIPATION

1. 2006 Agreement between Dexter Area Chamber of Commerce and Village of Dexter- Paula Palmer Burns.

E. APPROVAL OF THE AGENDA

Motion Semifero, support Cousins to approve the agenda as presented.

Ayes: Keough,Semifero,Walters,Carson,Fisher,Cousins,Seta.

Nays: none

Motion carries

F. PUBLIC HEARINGS

GENERAL CODE AMENDMENT CHAPTER 58-UTILITIES,SECTION 39- OUTDOOR WATER RESTRICTIONS

Public hearing open at 7:39.

Public hearing closed at 7:40.

no public comments.

Motion Keough, support Cousins to approve the adoption of THE GENERAL CODE AMENDMENT CHAPTER 58,UTILITIES, SECTION 39-OUTDOOR WATER RESTRICTIONS.

No vote.

Motion Semifero, support Carson to postpone the discussion of the OUTDOOR WATER RESTRICTIONS pending more information and input.

Ayes: Walters,Carson,Cousins,Keough,Fisher,Semifero,Seta.

Nays: none

Motion carries

G. NON-ARRANGED PARTICIPATION:

Mark Ouimet, County Commissioner

Cost share for May's election was approved for \$75,000.00

H. COMMUNICATIONS:

None

I. REPORTS

1. Community Development Manager-Allison Bishop
 - i. Nothing in packet

2. Board and Commission Reports
 - i. Tree Board-John Coy

1. No Fall planting
2. working on a management plan.

3. Subcommittee Reports

4. Village Manager Report

Written report attached

5. President's Report

- i. WCRC- 6:00 p.m. April 25, 2006- long term plans, bridge, viaduct etc. encourages attendance
- ii. Scio Township Meeting April 26, 2006 –long term DDA.

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$244,565.10
2. Consideration of: Banner sign permit Ice Cream Social

Motion Semifero, support Walters to approve the consent agenda as presented.

Ayes: Carson, Cousins, Fisher, Keough, Semifero, Walters, Seta.

Nays: None

Motion carries

K. OLD BUSINESS-Consideration and Discussion of:

1. Discussion of: Request for annexation from Jim Haeussler of Peters Building Company-Update.

Meeting with Scio Township today, 24th of April: Seta, Hanifan, Carson; Scio-Neilson and Fecho. Discussions included water & sewer, environment, open space, density, 425 agreement split of properties into two sections of 160 acres each. Baker Rd. to follow the existing Scio zoning, other 160 developed as Dexter Village council sees fit.

L. NEW BUSINESS-Consideration of and Discussion of:

1. Consideration of: Approving award to construct gazebo in Community Park- A.R Brouwer.

Motion Keough, support Fisher to award the construct gazebo in Community Park to A.R. Brouwer.

Ayes: Cousins, Fisher, Keough, Semifero, Walters, Carson, Seta.

Nays: none

Motion carries

2. Consideration of: Approving Contract terms with A.R. Brouwer for design/build Services for the Department of Public Works building

Motion cousins, support Carson to approve the contract terms with A.R. Brouwer for design/build Services for the Department of Public Works Building

Ayes: Keough, Semifero, Walters, Carson, Fisher, Cousins, Seta

Nays: None

Motion carries

3. Discussion of: Mill Creek Sediment Sampling Plan

Eric Petrovski of geosyntec addresses drill sample techniques
Laura Ruben of Watershed Council offers her insights

4. Consideration of: Cost Share Agreement Bridge Project.

Motion Carson, support Semifero to approve the Dexter Main ST. Bridge Road Improvement Agreement identified as Item L. 4 , agenda 4-24-06 with the following changes: paragraph 3, " and potential removal of the dam", paragraph 6, add " whereas the Village of Dexter shall be included in the design phase of the bridge." paragraph 9, add back in " not exceed 50 percent of the local costs not to exceed \$400,000 paragraph 13, " as much as possible to maximize the use of the 5.5 million dollar grant" paragraph 14, add be it further agreed that the Village of Dexter shall be included in the design of the bridge." AGREEMENT SUMMARY 2. potential dam structure removal w/o sediment removal \$400,000

Ayes: Semifero, Walters, Fisher, Carson, Keough, Seta

Nays: Cousins

Motion carries

Brian Schorke of WCRC ASSURES THE Council that WCRC intends to go after monies for the bridge etc. in the next federal funding go round.

M. COUNCIL COMMENTS

Carson	No
Walters	No
Semifero	DAFD meeting Thursday April 27, 2006 property rights after dam removal traffic light in town, any action?
Boyle	No
Fisher	painting at Gordon Hall, need volunteers
Cousins	Rotary benefit went well work at Gordon Hall, need volunteers parks commission voted a porta/potty at first St. Park
Keough	attended Webster Township meeting, asked for copy of minutes topics: 425 agreement, feasibility for Township to get city water & sewer concur with Mr. Semifero re: river rights after removal of dam, need to talk to those involved

N. NON-ARRANGED PARTICIPATION

None

O. ADJOURNMENT

Motion Carson, support Fisher to adjourn at 10:16
Unanimous voice vote

Respectfully submitted,

David F. Boyle
Clerk, Village of Dexter

Approved for Filing: May 8, 2006

AGENDA C-2
ITEM 5.8.06

Village of Dexter Special Meeting
Tuesday, April 25, 2006 6:00 pm
Washtenaw County Road Commission Assembly Room
Meeting Minutes

A. Call to Order by President Seta and Pledge of Allegiance

B. Roll Call and Introductions

Attendees at start of meeting:

Village Council: President Seta, Trustees Carson Cousins, Walters and Keough

Others: Ray Tell – Dexter Planning Commission, Doug Fuller – Scio Twp
Transportation Committee, Sean Kelley, Pam Byrnes, Terry Blackmore - WATS, Steve
Purri- Wash Co. Road Commission, Brian Shorkey – Wash Co. Road Commission
Transportation Planner, Tim E. – Wash Co. Road Commissioner, Rebecca Schneider –
representing Congressperson Schwartz office, Mark Ouimet – Wash. County
Commissioner, John Hanifan – Assist Village Manager Dexter

C. Approval of Agenda: Motion – Carson, Support – Cousins

Yeas – Carson, Cousins, Keough, Walter, Seta Nays - None

D. Non-arranged Participation: None

E. New Business – Consideration and Discussion of:

1. Discussion of: Long Term Washtenaw County Road Commission Plan for Dexter Area

President Seta provided an overview of the Village action from April 24, 2006 and passed out copies of the potential Main Street Bridge agreement that the Village Council passed by a 6 to 1 vote. The agreement includes Village participation of \$219,000 based on the estimated project costs, with a look back provision that if implemented, limits the Villages ultimate exposure to 50 % of the local costs, not to exceed \$400,000.

President Seta expressed 4 common alternatives that have been recently mentioned at one time or another to solve the north south traffic problems, including 1) new 3-lane viaduct, 2) Bypass to Parker Road, 3) Extending Dexter Townhall Road, or 4) Improving Dancer Road. President Seta asked the Road Commission, "What is the long term plan for Washtenaw County to address north south traffic?"

(Donna Fisher arrives at 6:18 pm)

Steve Purri explains that a new 3 lane viaduct and the bridge have been estimated to cost \$11 million dollars. The cost estimate was prepared by the County's past consultants and

includes approximately \$3.2 million for the bridge and over \$7 million for the 3 lane viaduct. The County received a \$5.5 million grant through the critical bridge program. Steve explained that the County attempted to secure additional funding by writing a letter to Congressperson Schwartz office and through the Federal Aid Committee, but did not have any success. Their conclusion is to deal with the bridge now and the viaduct in the near future.

Paul Cousins asked how MDOT limits in any way the way the \$5.5 M can be used. The County (Brian S.) read a paragraph from a Nov. 4, 2005 letter from Mark Harrison of MDOT, essentially earmarking the money for the new bridge, dam removal, related approach work, but not anything to do with the railroad viaduct. Funding is essentially capped at what is needed for the above described items. Unused moneys will remain within the critical bridge program

President Seta asked "What is the road commission priority for the future?" Is the viaduct the Road Commission's priority?

Tim E. (Wash Co Road Commissioner) answered that the future ROW plan shows Parker Rd to Island Lake Road (Bypass), but he does not think it is a solid plan, although he can't speak for the other commissioners. Tim further explained that he thinks the Bridge and Viaduct are the No. 1 priority.

President Seta shared verbiage from a resolution that was past by the Village, Dexter Twp, Webster Twp and Scio Twp in support of "preserving the rural character, protect wetlands, etc." of the area, among others. Tim E. was happy to hear about the resolution and requested a copy of the resolution, suggesting that it almost went so far as to say "we don't want a bypass".

Paul Cousins took us back to 1996, recalling a vote by the WCRC to concentrate on the Main St. Bridge/Viaduct at that time. It is now 10 years later and we are still in the same position.

Tim E. asked if the surrounding Townships are in support of the bypass or not? Jim again referred back to the resolution that had been passed by all of the aforementioned communities.

Ray Tell asked if an improved Dancer Road corridor was on the future ROW map. Steve, Tim and Terri (WATS) all answered, "Yes, they think so."

Pam Byrnes switched gears and asked what the railroads position is in all of this? Steve Purri answered that the railroad is not eligible for critical bridge money, however, the existing stone train bridge (viaduct) works for them. Pam further asked when the last time the WCRC spoke with the railroad. Brian S. answered that they had just spoken with Tina Hissong (spelling ?), the MDOT connection to the railroad, in the last day or so. John Hanifan asked about direct contact with the railroad. Brian reported no direct contact with the railroad (Norfolk Southern) in quite a while.

Steve Purri reaffirmed that the road commission can not just freeze any remaining critical bridge money for the future, but would have their consultants design for as many improvements as possible to the new bridge approaches (Dexter Chelsea, etc...) would be made in phase 1 and that the design would have considerable thought and planning of how phase 1 would fit with phase 2.

Shawn Keough shared his recent experience with the CSX railroad in Plymouth during the planning of a Wayne County Grade Separation project and encouraged the road commission to establish contact with the railroad, and maintain consistent contact with them, because they won't call the road commission. Keough also suggested that the phase 2 design should be done concurrently with Phase 1 so that the two project timelines (phase 1 and phase 2) overlapped rather than went back to back. This would also help identify any ROW needs for both projects earlier and start that process rather than extend the project timelines.

Pam mentioned that she had made contact with the Government Affairs person and offered to help in that regard if she could with respect to communication with the railroad.

Rebecca also offered support for communication with the railroad.

There was general agreement from everyone in the room that a new Viaduct/Main St. Bridge concept was the priority for the Dexter area. Steve Purri indicated construction on Main St. Bridge was planned for 2008; the viaduct timing is still to be determined, pending funding availability.

2. Discussion of: Comprehensive Funding Plan for entire Main Street Bridge Project, including dam removal, bridge replacement and other project elements

Paul Cousins said that he is pleased with the Road Commissions position that they agree the Bridge/Viaduct is the priority rather than the bypass. Paul asked if there was any way that the entire \$5.5 M could be spent rather than just the \$3.2 needed for the new bridge. Paul explained his "bowl scenario" for the area between the bridge and the viaduct, encouraging the road commission to fill the bowl as much as possible.

Steve reiterated that the WCRC must justify what gets built.

Keough asked if the WCRC could get started on ROW acquisition as soon as possible, as this was a long lead item, given the process. Steve indicated that the phase 1 design would identify the needed ROW and that they would have to follow appropriate procurement procedures consistent with County and State process. Steve concurred that pursuing it would be a priority once the limits of what is needed are confirmed.

President Seta indicated the Huron River Watershed Council as going to be getting sediment sampling shortly and that we should understand have analysis results by mid June.

Lots of general discussion about what the grant money could be used for. Approaches – how far back? Critical bridge money cannot be used for ROW purchases.

President Seta asked if the WCRC had \$12 Million, would the approaches west of the railroad count as an eligible approach cost. Road Commission said that if MDOT had included the viaduct as part of the eligible cost, then yes, but since they did not, no it would not be eligible.

Back to exploring available funding options, Terri from WATS described the Urban Project Meetings and that there may be some money available through WATS. The Village got approximately \$300,000 for Dexter Ann Arbor Road during the 2005 process. Terri encouraged the Village to attend these meetings and speak up for the projects that they feel are important. Village asked if they had been there, was there \$7 million available for the viaduct? The next round (2006) of committee meetings for this years funding have not been set up yet (did I hear this right?).

Safe Routes to School funding and congestion mitigation funding were brought up as a possible ideas for funding to apply for the viaduct, but the general consensus was that there was not money available for this type of project from these sources

Rebecca offered that the next round of appropriations request could include a request for funding, but the past request did not for include the viaduct on the list from the WCRC.

The next transportation bill will start with a call for projects in 2007. Terri encouraged the Village and Road Commission to approach the Urban Planning Committee to see if they could get “foot in the door” for some initial funding, which would make it easier to ask for more.

Mark Ouimet has talked with other commissioners about this issue and isn’t sure if an additional millage or bond proposal would pass or be supported.

Paul Cousins reiterated that he doesn’t want to “give any money back to the state”.

No one seems to understand the basis for MDOT selecting \$5.5 M as the amount granted.

Steve Purri asked that the Village identify a person to participate in the consultant selection process.

Keough asked if perhaps the railroad would contribute money toward a new viaduct if we offered to close an existing railroad crossing (Broad Street for example).

There were general comments that this was a good meeting. We need to keep communicating and keep our focus on the goal of completing both phases.

F: Council Comments: None

G. Non-arranged Participation: None

H. Adjournment: Motion – Keough, Support – Fisher

Yeas – All, Nays - None

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8303 Fax (734)426-5614

MEMO

To: President Seta and Council
From: Donna Dettling, Village Manager
Date: May 8, 2006
Re: Dam Removal Study Update

AGENDA D-1
ITEM 5.8.06

On the Village Manager report dated April 10, 2006 a copy of the "Approved" Sediment Testing Plan was provided to Council. As reported, Laura Rubin of the Huron River Watershed Council is in the process of coordinating resources to implement the Plan.

Attached is a copy of the signed indemnity agreement with GeoSyntec Consultants, and a copy of the proposal from GeoSyntec for the Mill Creek Sediment Sampling. These documents are the result of the coordination effort HRWC committed to early in this process.

As requested by Council at the April 10, 2006 meeting, Jim Hegarty of Prein & Newhoff will be at the meeting to answer questions about the project.

Thanks,

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
GEOSYNTEC CONSULTANTS, INC.
AND
THE VILLAGE OF DEXTER**

This Agreement ("Agreement") is made effective this 26th day of , 2006 by and between GeoSyntec Consultants, Inc. ("GeoSyntec"), located at 8120 Main St., Dexter, Michigan, and the Village of Dexter ("Client"), located at 8140 Main St., Dexter, Michigan.

NOW, THEREFORE, in consideration of the promises set forth below, the parties hereby agree as follows:

1. SERVICE ORDERS

The Scope of Services (hereinafter "Services") and the schedule and charges for the Services are to be set forth in a written Service Order or Service Orders to this Agreement. The terms and conditions of this Agreement shall apply to each Service Order, except to the extent expressly modified by the Service Order. Unless otherwise stated in the Service Order, the method of charging for the Services shall be on a time and materials basis and shall be based on the Rate Schedule in effect when the Services are performed, unless otherwise provided in GeoSyntec's proposal. The rates shall be subject to annual adjustment based on the mutual consent of the parties. Where charges are "not to exceed" a specified sum, GeoSyntec shall notify Client before such sum is exceeded and shall not continue to provide the Services beyond such sum unless Client authorizes an increase in the sum. If a "not to exceed" sum is broken down into budgets for specific tasks, the task budget may be exceeded without Client authorization as long as the total sum is not exceeded. Rates for days of actual testimony at depositions, trials or hearing will be two times the rate shown on the Rate Schedule.

2. PAYMENT CONDITIONS

GeoSyntec periodically shall submit invoices to Client. Client shall pay each invoice within thirty (30) days of the date of the invoice. However, if Client objects to all or any portion of any invoice, Client shall notify GeoSyntec of the objection within fifteen (15) days from date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. Client shall pay an additional charge of one percent (1%) of the amount of the invoice per month or the maximum percentage allowed by law, whichever is the lesser, for any payment received by GeoSyntec more than thirty (30) days from date of invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by GeoSyntec against Client for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party by the other party.

In addition to the above, if payment of GeoSyntec invoices is not maintained on a thirty (30) day current basis, GeoSyntec may, by ten (10) days' written notice to Client, suspend further performance and withhold any and all data from Client until such invoice payments are restored to a current basis.

3. CONSTRUCTION PROCEDURES

GeoSyntec shall not be responsible for the acts or omissions of other parties engaged by Client, and shall not have control or charge of and shall not be responsible for their construction means, methods, techniques, sequences, or procedures, or for their safety precautions and programs.

4. RECOGNITION OF RISK

Client recognizes that opinions relating to environmental, geologic and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where data are obtained, and that the limited data results in uncertainty with respect to the interpretation of these conditions, despite the use of due professional care. It is further recognized that the state of practice, particularly with respect to

contaminated site and waste conditions, is changing and evolving, and, further, that certain of the governmental regulations relating to hazardous waste sites purport to require achievement of results which cannot be accomplished in an absolute sense (e.g., the construction of entirely impermeable liners). GeoSyntec shall be obligated to comply with applicable professional standards of care in the performance of the Services but does not guarantee results.

5. RISK ALLOCATION

The liability of GeoSyntec, its employees, agents and subcontractors (hereinafter for purposes of this Section 5 referred to collectively as "GeoSyntec"), for Client's claims of loss, injury, death, damage, or expense, including, without limitation, Client's claims of contribution and indemnification with respect to third-party claims relating to services rendered or obligations imposed under this Agreement, including all Service Orders (hereinafter "Client's Claims"), shall not exceed in the aggregate under this Agreement the greater of \$100,000 or GeoSyntec's charges for the Services.

In no event shall either Client or GeoSyntec be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

6. INDEMNIFICATION

If any claim is brought against Client and/or GeoSyntec, its employees, agents and subcontractors (hereinafter for purposes of this Section 6 referred to collectively as "GeoSyntec"), by a third party, relating in any way to services under this Agreement, including all Service Orders, then, subject to the allocation of risk under Section 5 above, GeoSyntec and Client shall each indemnify the other against any loss or judgment on a comparative responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees and other contractors). Unless GeoSyntec was guilty of negligence, breach of contract, or willful misconduct which in whole or in part caused the damage, injury or loss asserted in the third-party claim, Client shall indemnify, defend and hold GeoSyntec harmless against the claim, liability, loss, legal fees, consulting fees and other costs of defense reasonably incurred.

7. INSURANCE

GeoSyntec shall maintain during the term of this Agreement the following minimum insurance coverage:

- | | | |
|-------|---|-------------------------------------|
| (i) | Workers' Compensation | - Statutory |
| | Employer's Liability | - \$1,000,000 per occurrence |
| (ii) | Commercial General Liability | - \$1,000,000 combined single limit |
| (iii) | Comprehensive Automobile Liability | - \$1,000,000 combined single limit |
| (iv) | Professional Liability | - \$1,000,000 per claim |

GeoSyntec shall provide Client with an insurance certificate upon Client's request.

8. RIGHT OF ENTRY

Client grants to GeoSyntec, and, if the project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by GeoSyntec, its employees, agents and subcontractors, upon the project site for the purpose of providing the Services.

9. **HAZARDOUS SUBSTANCES**

All nonhazardous samples and by-products from sampling processes in connection with the Services shall be disposed of by GeoSyntec in accordance with applicable law; provided, however, that any and all such materials, including wastes, that cannot be introduced back into the environment under existing law without additional treatment, and all hazardous wastes, radioactive wastes, hazardous materials or hazardous substances ("Hazardous Substances") related to the Services, shall be packaged in accordance with applicable law by GeoSyntec and turned over to Client for appropriate shipping and disposal. GeoSyntec shall not arrange or otherwise dispose of Hazardous Substances in connection with this Agreement. GeoSyntec, at Client's request, may assist Client in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but GeoSyntec shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. Client shall sign all necessary manifests for the disposal of Hazardous Substances. If Client insists upon the signing of such manifests by GeoSyntec's agents or employees, such signing shall be as Client's agent so that GeoSyntec will not be considered to be a generator, transporter, or disposer of such Hazardous Substances, and Client shall indemnify GeoSyntec against any claim or loss resulting from such signing and from GeoSyntec's non-negligent handling of Hazardous Substances. If unanticipated Hazardous Substances or conditions are encountered, GeoSyntec may suspend work for safety reasons until mutually agreeable arrangements are made, which may involve amendments to this Agreement.

10. **CONFIDENTIALITY**

GeoSyntec will maintain as confidential any documents or information provided by Client and will not release, distribute or publish same or GeoSyntec's test results to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.

11. **USE OF DOCUMENTS**

Provided that GeoSyntec has been fully paid for the Services, Client shall have the right to use the documents, maps, photographs, drawings and specifications resulting from GeoSyntec's efforts on the project. Reuse of any such materials by Client on any extension of this project or any other project without GeoSyntec's written authorization shall be at Client's sole risk. GeoSyntec shall have the right to retain copies of all such materials. GeoSyntec retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

12. **CLIENT RESPONSIBILITY**

Client shall: (1) provide GeoSyntec, in writing, all information relating to Client's requirements for the project; (2) correctly identify the location of subsurface structures, such as pipes, tanks, cables and utilities; (3) notify GeoSyntec of any potential hazardous substances or other health and safety hazard or condition known to Client existing on or near the project site; (4) give GeoSyntec prompt written notice of any suspected deficiency in the Services; and (5) with reasonable promptness, provide required approvals and decisions.

13. **DELAYS AND FORCE MAJEURE**

In the event that GeoSyntec field or technical work is interrupted due to causes outside of its control, GeoSyntec shall be equitably compensated (in accordance with GeoSyntec's current Rate Schedule) for the additional labor, equipment, and other charges associated with maintaining its work force and equipment available during the interruption, and for such similar charges that are incurred by GeoSyntec for demobilization and subsequent remobilization.

Except for the foregoing provision, neither party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the reasonable control of the other party.

Delays within the scope of this Section which cumulatively exceed forty-five (45) days shall, at the option of either party, make the applicable Service Order subject to termination for convenience or to renegotiation

14. TERMINATION

Client may terminate all or any portion of the Services for convenience, at its option, by sending a written Notice to GeoSyntec. Either party can terminate this Agreement or a Service Order for cause if the other commits a material, uncured breach of this Agreement or becomes insolvent. Termination for cause shall be effective twenty (20) days after receipt of a Notice of Termination, unless a later date is specified in the Notice. The Notice of Termination for cause shall contain specific reasons for termination, and both parties shall cooperate in good faith to cure the causes for termination stated in the Notice. Termination for cause shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. Client shall pay GeoSyntec upon invoice for services performed and charges incurred prior to termination, plus termination charges. Termination charges shall include, without limitation, the putting of project documents and analyses in order and all other related charges incurred which are directly attributable to termination. In the event of termination for cause, the parties shall have their remedies at law as to other rights and obligations between them, subject to the other terms and conditions of this Agreement.

15. ASSIGNMENTS

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party.

16. VALIDITY

The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the intention of the parties with regard to the provisions and that saves the validity and enforceability of the provision.

17. NO THIRD-PARTY RIGHTS

This Agreement shall not create any rights or benefits to parties other than Client and GeoSyntec. No third party shall have the right to rely on GeoSyntec opinions rendered in connection with the Services without GeoSyntec's written consent which may be conditioned on the third party's agreement to be bound to acceptable conditions and limitations similar to this Agreement.

18. INTEGRATED WRITING

This Agreement constitutes a final and complete repository of the agreements between Client and GeoSyntec. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Modifications of this Agreement shall not be binding unless made in writing and signed by an Authorized Representative of each party.

19. NOTICES, SIGNATURES AND AUTHORIZED REPRESENTATIVES

The following signatories of this Agreement are the Authorized Representatives of Client and GeoSyntec for the execution of this Agreement. Each Service Order shall set forth the name and address of the respective Authorized Representatives of the parties for the administration of that Service Order. Any information or notices required or permitted under this Agreement or any Service Order shall be deemed to have been sufficiently given if in writing and delivered either personally or by mail to the undersigned representative or any other Authorized Representative identified in the applicable Service Order. Notice given by mail shall also be transmitted by facsimile at the time of mailing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

CLIENT

Donna Dettling
Signature

Donna Dettling
Typed Name

Village Manager
Title

4/26/06
Date of Signature

GEOSYNTEC CONSULTANTS

Erik A. Petrovskis
Signature

ERIK A. PETROVSKIS
Typed Name

ASSOCIATE
Title

4-24-06
Date of Signature

SERVICE ORDER
EFFECTIVE DATED 4-26-06

In accordance with the Agreement for Professional Services between the Village of Dexter ("Client"), and GeoSyntec Consultants, Inc. ("GeoSyntec"), dated 4-26-06, this Service Order describes the services, schedule, and charges for GeoSyntec's services on the project known as:

Mill Creek Sediment Sampling

Client Authorized Representative: Donna Dettling
Address: 8140 Main St.
Dexter MI 48130
Telephone No: (734) 426-8303

GeoSyntec Authorized Representative: Erik A. Petrovskis
Address: 8120 Main St , Dexter, Michigan 48130
Telephone No: 734-426-0100

SERVICES. The scope of services, time schedule and charges are described in GeoSyntec's proposal dated April 24, 2006 or on separate pages attached to this Service Order, incorporated herein by reference.

TERMS AND CONDITIONS. The terms and conditions of the Agreement for Professional Services referenced above shall apply to this Service Order

Acceptance of the terms of this Service Order is acknowledged by the following signatures of the Authorized Representatives.

APPROVAL AND ACCEPTANCE:

CLIENT

Donna Dettling
Signature
Donna Dettling
Typed Name
Village of Dexter
Title
4-26-06
Date of Signature

GEOSYNTEC

Erik A. Petrovskis
Signature
ERIK A. PETROVSKIS
Typed Name
ASSOCIATE
Title
4-24-06
Date of Signature

April 24, 2006

Mr. John Hanifan
Village of Dexter
8140 Main Street
Dexter, Michigan 48130

Re: Proposal for Mill Creek Sediment Sampling

Dear Mr. Hanifan:

GeoSyntec Consultants (GeoSyntec), is pleased to submit this proposal for conducting sediment sampling from Mill Creek and evaluating sediment management options for the Village of Dexter. The scope of work was prepared based on Michigan Department of Environmental Quality (MDEQ) guidelines and documents provided by the Village and the Huron River Watershed Council (HRWC).

SCOPE OF WORK

Per the Prein & Newhof sampling plan approved by the MDEQ on March 27, 2006, we propose collecting twelve (12) discrete samples from five locations. We will characterize the sediment to evaluate management options. GeoSyntec proposes the following tasks to obtain and evaluate the required data:

Task 1: Sediment Sampling

GeoSyntec will conduct sampling to obtain representative sediment cores from five locations (XS-0.53; XS-1 Intermediate 1; XS-Intermediate 2; XS-0+70; XS-0+81). Two cores will be obtained from the dam location (XS-0.53). Cores will be collected using manually advanced sediment samplers from a boat. We will collect one top half and one bottom half sample from each core, yielding 12 samples. Each sample will be homogenized, placed in a laboratory-approved container and submitted for analysis.

Prior to conducting field work, GeoSyntec will prepare a Site Health and Safety Plan.

Task 2: Laboratory Analysis

Laboratory analyses will be conducted in accordance with Rule 118 of Michigan's solid waste management laws. Grain size analysis will not be conducted, since sieve analysis of six sediment samples collected by Prein & Newhof in January 2006 indicates that sediment does not meet the 95% sand requirement to eliminate additional testing.

Samples will be analyzed by Brighton Analytical, Inc., for 12 metals (total), PCBs and PNAs. Synthetic Precipitation Leaching Procedure (SPLP) extracts will also be prepared to meet MDEQ holding times. If concentrations exceed MDEQ Soil Review Criteria, the SPLP leachates will be analyzed for selected parameters.



Task 3: Regulatory Review

We understand that controlled drawdown of Mill Creek has been proposed to minimize sediment mobilization. To evaluate sediment management options, if needed, GeoSyntec will use sample results to calculate a 95% Upper Confidence Level (UCL) for comparison to MDEQ Review Criteria:

- If the 95% UCL results are below MDEQ Review Criteria (former Type A and Type B Criteria), no further laboratory analysis is necessary, and the sediments may be dredged and used as fill, if desired.
- If the 95% UCL results are below Type B for Groundwater and below 20X Drinking Water Criteria, the sediment may be disposed at a Type III Landfill with MDEQ approval.
- If the 95% UCL results for SPLP leachate are below MDEQ Review Criteria and the totals analyses are below the Type B Direct Contact value, the material may be disposed without restrictions.
- If 95% UCL results are greater than MDEQ Review Criteria, the sediment samples can be composited into one sample and analyzed for Toxic Characteristic Leaching Procedure (TCLP) for waste disposal. If the sample is non-hazardous, the sediment may be disposed at a Type II Landfill. Alternatively, the sediment may be deposited on site and covered with a minimum of six inches of clean cover. A deed restriction would be required for the site, prohibiting groundwater use. If the sample is hazardous, the sediment must be disposed at a Type I Hazardous Waste Landfill.

Task 4: Letter Report

GeoSyntec will prepare a letter report documenting sampling methods, sample locations, laboratory analytical results, and conclusions.

SCHEDULE

GeoSyntec proposes the following schedule to complete the sediment sampling:

Activity	Completion Date
Submit Sediment Sampling Proposal	April 24, 2006
Receive Approval	Start work
Complete Field Activities	Two weeks
Laboratory Analysis	Three to four weeks
Submit Letter report to Village	One week



PERSONNEL

The work described herein will be completed by GeoSyntec staff located in Dexter. Erik Petrovskis will manage this project and provide technical oversight. Erik is also a member of the HRWC Executive Committee.

COMPENSATION

GeoSyntec will complete the scope of work described in this proposal for no charge to the Village of Dexter. The value of our in-kind services is \$6,000. Our Standard Professional Services Agreement is attached and considered part of this proposal.

Our proposal is based on the following assumptions:

- Field sampling will be performed by two GeoSyntec staff members.
- A boat will be provided by the HRWC or other party.
- Sediment sample locations have been provided by Prein & Newhof. An electronic version of the sample map will be provided by the Village.
- Laboratory analysis will be paid by the HRWC at a cost of \$3,900 to \$5,600.
- TCLP analysis for waste disposal will not be conducted.

If you concur with our proposal, please sign the attached Work Order to indicate your authorization to proceed. Please call us at (734) 426-0100, if you have any questions regarding this proposal.

Sincerely,



Erik A. Petrovskis, Ph. D., P.E.
Associate

COMMISSIONERS

DAVID E. RUTLEDGE
CHAIRTIM EDER
VICE CHAIRFRED J. VEIGEL
MEMBERWASHTENAW COUNTY
BOARD OF COUNTY ROAD COMMISSIONERS555 NORTH ZEEB ROAD
ANN ARBOR, MICHIGAN 48103STEVEN M. PUURI, P.E.
MANAGING DIRECTORROY J. TOWNSEND, P.E.
DIRECTOR OF ENGINEERING/
COUNTY HIGHWAY ENGINEERKENNETH D. NIXON
DIRECTOR OF OPERATIONSTELEPHONE (734) 761-1500
FAX: (734) 761-3239

AGENDA 5-8:06

APR 27 PM 4:16

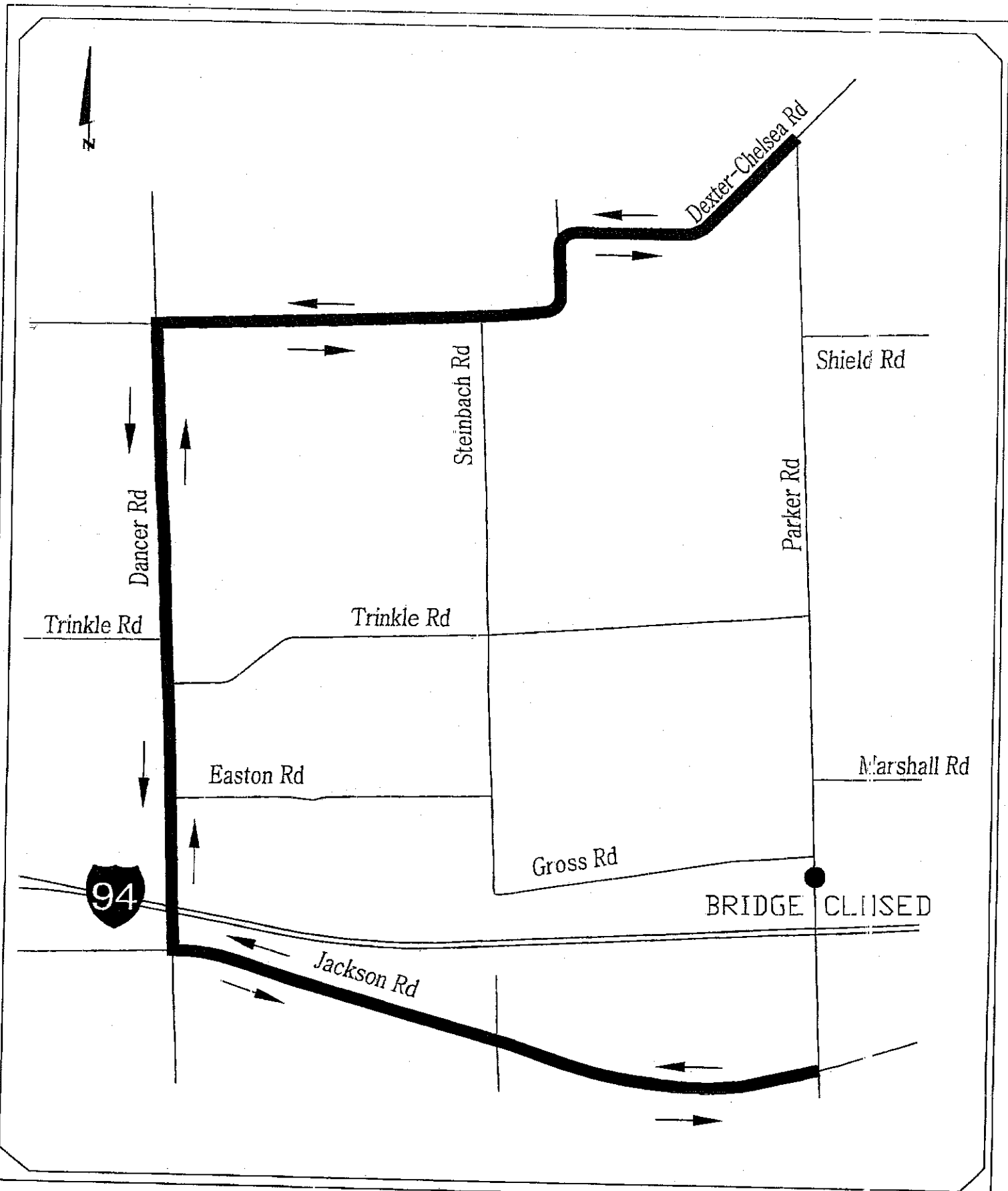
April 26, 2006

NOTICE
BRIDGE CLOSURE**Effective Date: Friday, April 28, 2006**
12:00 p.m.

The Washtenaw County Road Commission will be closing the **Parker Road Bridge** over Mill Creek in Section 18 of Scio Township and Section 13 of Lima Township. The bridge is located between I-94 and Gross Road. The detour for this closure will be posted and also available at www.wcroads.org.

The reason for the closure is due to the severe deterioration and failure of several beam ends and stringers. The Washtenaw County Road Commission has contacted the Michigan Department of Transportation about possible bridge replacement funding options available for this structure.

If you have any questions, please contact Kelly Jones, P.E. at (734) 327-6647 between 7:00 a.m. and 3:30 p.m. Monday through Friday. Thank you in advance for your patience as the Washtenaw County Road Commission deals with this situation.



Detour Route for Parker Road South of Gross Road Bridge Closure

Not Drawn to Scale





WASHTENAW COUNTY OFFICE OF THE SHERIFF



DANIEL J. MINZEY
SHERIFF

2201 Hogback Road ♦ Ann Arbor Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL sheriff@ewashtenaw.org
HERBERT F. MAHONY
UNDERSHERIFF

MEMO

TO: Donna Dettling

FROM: Brian Filipiak 

DATE: April 28, 2006

RE: Training

I was selected to attend Northwestern University's Police Staff and Command School. This course is a 10 week 800 hour course. I will be starting on Monday May 1 and will go two weeks on two weeks off. The training is in East Lansing. The following is my course schedule:

May 1 to May 12

May 29 to June 9

June 26 to July 7

July 24 to August 4

August 21 to September 1

The Sheriff's Office has set up a laptop computer that has access to all county networks which will allow me to work from home. As summer is a busy time for all three areas with increased community events and the influx of recreational visitors I will be checking in on a regular basis. I want to ensure that our service to you and the community continues as you have come to expect.

I will check my e-mail on a daily basis and can be reached via my cell phone (734) 260-1915. Please do not hesitate to contact me for issues that can be best handled by me.

For day to day operations that need attention, Lt. Toth can be contacted at (734) 994-8109 or tothe@ewashtenaw.org

— MISSION —

To provide our community with a solution driven approach to public safety built upon a proud history of professionalism and mutual respect.



WASHTENAW COUNTY OFFICE OF THE SHERIFF



2201 Hogback Road ♦ Ann Arbor Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL sheriff@washtenaw.org
DANIEL J. MINZEY SHERIFF HERBERT F. MAHONY UNDERSHERIFF

MEMO

TO: Barbara Gergely
RAC Chairperson

FROM: Brian Filipiak *BFL*
Dexter Sheriff Substation

DATE: April 29, 2006

RE: Police activity of concern to local merchants

Cc: Donna Dettling
Village Manager *FYI Village Council*

Please share the following information with your fellow business owners at your May 2, 2006 meeting

We have had some increased police activity in the downtown business area including thefts and vandalism

Hackney Hardware had a person stealing copper pipe out of the back of their store on at least 3 different occasions totaling in excess of \$1000.00. A local resident was arrested and facing felony theft charges.

A local resident left her checkbook and cash on a service counter at TCF Bank. While completing her banking with the teller a local resident took the check book and cash. Surveillance camera caught the theft and she was identified. Felony theft charges are pending.

Over the past several weeks the unknown subjects have spray painted graffiti on buildings, fences and other object. Please notify us of any graffiti found so that we may photograph it and assist in ascertaining who is responsible for removal of the graffiti and having it removed in a timely manner

A gold money clip was found out in front of Dexter Flowers with \$98.00 in it on April 18. It has a series of initials on it. Ownership can be claimed by identifying the initials (no guessing allowed). Contact my office at 424-0587.

With warm weather approaching, keep in mind that we have a controlled vehicle ordinance (bicycle, skateboard, etc) that prohibits those vehicles from being operated in

— MISSION —

To provide our community with a solution driven approach to public safety built upon a proud history of professionalism and mutual respect

the business district (Main from Alpine to Baker, Broad from Main to Fifth and Central from Main to Fifth) The ordinance is 54-132

We also have a "boom box" ordinance that prohibits loud and unreasonable noise that is audible for more than 50'. Generally we use this to enforce unreasonable loud music from vehicles, hence "boom boxes." Note: We can issue a citation to the registered owner of the vehicle without the police witnessing the violation or having to identify the driver. The citizen will need the plate number, vehicle description, and willing to testify in open court on the alleged noise violation (we normally use this for repeat offenders that defy the ordinance and continue to play loud noises). The ordinance is 18-61

Bad Check Program: The Washtenaw County Prosecutors Office has a Bad Check Restitution Program. Local businesses that have used the program give it high regards with high percentage of successful payment and the process is streamlined.

The website is www.hotchecks.net/washtenaw Business must register and forms can be downloaded from this site.

Dexter Substation Office Numbers:

Emergency: **911**

Office: 426-0228

Sergeant's Office: 424-0587

Central Dispatch to report non-emergent incidents: (734) 973-4911

NOTICE
TO THE RESIDENTS OF THE VILLAGE OF DEXTER
Special Spring Limited Refuse Clean-Up will take place on
FRIDAY
MAY 12, 2006

Place Items At the Curb Prior to 7:00 A.M. on Friday, May 12, 2006.

Items must be in Containers, Bagged, Bundled or Boxed for Collection (when possible)

Weighing Less than 50 Pounds Each

No Loose Items Please

Bundle Carpet with Tape in 4-Foot Rolls, Weighing Less than 50-Pounds Each

SPECIAL SPRING CURBSIDE COLLECTION CLEAN-UP GUIDELINES

- Residential Pick-up for Village Residents ONLY!
- Items generated by Village Residents that can be carried to the curb will be hauled away, except for the following exclusions:

Items not properly prepared for pickup will NOT be picked up.

ITEMS WE WILL NOT COLLECT

- Tires, large car parts or batteries
- Construction/demolition material or railroad ties
- Brush or limbs over 3" in diameter or 4' in length, stumps
- Sod, rocks, bricks, dirt or concrete
- Poisons
- Any liquids
- Paint or paint solvents
- Flammables
- Oil
- Anti-freeze
- Pesticides
- Herbicides
- Explosives
- Appliances containing freon can be scheduled for pick-up for an additional charge of \$35.00 per appliance by calling 1-800-971-7490 the week prior to the clean-up
- Items not properly stacked into 4' lengths, bundled and or bagged.

FOR ADDITIONAL INFORMATION CALL DEXTER D.P.W. AT 426-8530

- The Village DPW crews will continue to collect stacked brush. Waste Management, the Village's contracted refuse hauler will collect all other refuse, debris and yard waste.

AGENDA 5.8.06

ITEM I-1

VILLAGE OF DEXTER

WATER UTILITIES

8360 HURON ST.

DEXTER MI 48130

(734) 426-4572 FAX (734) 426-2208

TO: VILLAGE COUNCIL
FROM: ED LOBDELL
SUBJECT: PUBLIC SERVICES UPDATE
DATE: 5-01-06

Attached you will find an update for the Water and Sewer Departments along with an update from the Streets Department.

- 1 - Water meter work completed this period, (February 1/06 - April 30/06).
- 2 - Water meter work completed this fiscal year.
- 3 - CIP Update.
- 4 - Lab Proficiency Results, (QA/QC).
- 5 - Streets Department Update.

Should you have any questions, please call or stop by.

Respectfully Submitted;

Ed Lobdell
Public Services Supt.

VILLAGE OF DEXTER

WATER UTILITIES

8360 HURON ST.

DEXTER MI 48130

(734) 426-4572

FAX (734) 426-2208

5-02-06

UTILITY DEPT WATER METER/SERVICE CALL UPDATE

For the period beginning February 1, 2005 and ending April 30, 2006 the following denotes work completed.

New meters and read units installed	- 13
Water only meters installed	- 11
Read unit maintenance	- 55
Read unit battery replacement	- 8
Miss Digs	- 70
All other service calls	- 55

Along with the above items, other tasks performed during this period are as follows.

Flushing select sewers	- Monthly
Reading meters	- Bimonthly
Checking all lift stations	- Weekly
Backwashing Filtration Plant	- Weekly

Several site plan reviews/ attended preconstruction meetings.

Working with OHM on water reliability study and sewer capacity study.

Removed fire hydrant at LaFontains due to repeated accidents.

Repaired main break on Second St. @ Dover on 2-13-06.

Turned water off at 3245 Broad St. due to fire on 2-11-06.

Met with Williams and Works, OHM, & Donna to resolve the fourth well project on 3-8-06.

Collected bids for sanitary sewer televising / awarded on 4-10-06.

Collected bids for Well Search / awarded on 4-10-06.

Attended Rate study work session with staff and Council.

Rebuilt #1 & #2 high service pumps at filtration plant.

Attended AWWA/DEQ Spring Regional Meeting in Gaylord.

Working with OHM on Project Plan.

Conducted informational meeting for K St. project on 4-17-06.

37,500 gallons of water used on barn fire on 4-21-06.

Inspected sewer lead replacement on Hudson St.

Inspected sewer lead replacement on Inverness.

Inspected sewer lead replacement on Kensington.

VILLAGE OF DEXTER

WATER UTILITIES

8360 HURON ST.

DEXTER MI 48130

(734) 426-4572 FAX (734) 426-2208

5-02-06

FISCAL YEAR WATER METER/SERVICE CALL UPDATE

From March 1,2005 through April 30,2006.

New meters and read units installed	- 76
Water only meters installed	- 73
Read unit maintenance	- 152 - (battery replacement 114)
Miss Digs	- 300
All other service calls	- 366

OTHER ANNUAL/SEMI ANNUAL ISSUES HANDLED THIS PERIOD

Semi-Annual Fire Hydrant Flushing	- Completed in April
Semi-Annual Sewer Maint Flushing	- Completed week of 5-1-06.
Annual Sludge Hauling	- Will be completed in May.
DEQ required sampling	- This is ongoing, and will continue as required.

CIP UPDATE

1 - FOURTH WELL PROJECT

This project is complete, with final payment made to contractor.

2 - MANHOLE REHAB PROJECT

This project is ongoing, we are in the process of televising approximately 18,000 feet of sanitary sewer main. The results of this will determine what repairs will be made on the system, (lining - replacement - spot repairs - etc). We will continue with our efforts to eliminate infiltration into the sanitary sewer system.

3 - KENSINGTON STREET UPGRADES

This project was awarded to Mills Brothers Construction Company on April 10, 2006. A meeting was held with area residents on April 17, 2006. A preconstruction meeting was held on May 5, 2006. Construction is still on schedule, we will keep you posted of the progress.

4 - DPW BUILDING

Project was awarded to AR Brouwer. We have had several meetings with the contractor and his engineers. We will keep you posted on the progress of this project.

5 - WELL SEARCH

The well search was awarded to Williams & Works on April 10, 2006. A kickoff meeting was held on May 5, 2006. We will keep you posted on this project.

6 - SIDEWALK REPLACEMENT

The sidewalk project was awarded to Romine Construction on April 10, 2006. The sidewalk on Third St. between Dover and Central St. has been replaced. The contractor is currently working on replacement of the remainder of sidewalk in Cushing Court.



ERA Laboratory Code: V3541-01 EPA ID: MI1810

Report Issued: 04/11/06
Study Dates: 02/06/06 - 03/23/06

WS Study Definitions:

The Reported Value is the value that the laboratory reported to ERA.

The ERA Assigned Values are established per the USEPA/NELAC FoPT Tables, June 2005. A parameter not added to the standard is given an Assigned Value of "0" per the guidelines contained in the USEPA's Criteria Document and NELAC standards.

The Acceptance Limits are established per the criteria contained in the USEPA/NELAC FoPT Tables, June 2005, or ERA's SOP for the Generation of Performance Acceptance Limits™ as applicable.

The Performance Evaluation:

Acceptable = Reported Value falls within the Acceptance Limits

Not Acceptable = Reported Value falls outside of the Acceptance Limits.

No Evaluation = Reported Value cannot be evaluated.

The Method Description is the method the laboratory reported to ERA

Any Performance Evaluation left blank indicates results were evaluated as 'Not Reported'.

WS Study Discussion:

ERA's WatR™ Supply Proficiency Testing Study WS-115, has been reviewed by ERA Senior Management and certified compliant with the requirements of the USEPA's National Standards for Water Proficiency Testing Studies Criteria Document (December 1998), and the criteria contained in the NELAC FoPT Tables, June 2005. ERA is a NIST NVLAP accredited PT Provider (Lab Code 200386-0).

This report contains data that are not covered by the NVLAP accreditation.

ERA's WatR™ Supply Study, WS-115 standards were examined for any anomalies. A full review of all homogeneity, stability and accuracy verification data was completed. All analytical verification data for all analytes in the WS-115 standards met the acceptance criteria contained in the USEPA's National Criteria Document for Water Proficiency Testing Studies December 1998 and the criteria contained in the NELAC FoPT Tables June 2005.

The data submitted by participating laboratories was also examined for study anomalies. There were two anomalies observed during the statistical review of the WS-115 data. These anomalies are discussed on the following page.

WatR™ Supply Study, WS-115 reports shall not be reproduced except in their entirety and not without the permission of the participating laboratories. The report must not be used by the participating laboratories to claim product endorsement by NVLAP or any agency of the U. S. government.

If you have any questions regarding ERA's WatR™ Supply Proficiency Testing Study, WS-115, please contact Shawn Kassner, Proficiency Testing Manager, or Curtis Wood, Quality Assurance Director, at 1-800-372-0122.



ERA Laboratory Code: V3541-01 EPA ID: MI1810

Report Issued: 04/11/06
Study Dates: 02/06/06 - 03/23/06

Study Discussion - Pesticides: Aldrin

During the statistical review of the WS-115 Pesticides standard data set ERA observed a failure rate of 29.4% for aldrin. We carefully reviewed all data related to proving the efficacy of the standard including manufacturing, internal analytical verification and stability data for both accuracy and homogeneity. Our review of the data confirmed that the standard is 'fit for use'.

The NELAC manufacturing range for aldrin is 0.4 to 2.0 µg/L and the assigned value for aldrin in the WS-115 study is 0.761 µg/L. The average failure rate for aldrin across the entire NELAC manufacturing range is 12.4% for assigned values greater than 1 µg/L the average failure rate is 9.56% and for assigned values less than 1 µg/L the average failure rate is 17.0%. In reviewing ERA's historical data we observed failure rates for aldrin tending to increase as concentrations decrease.

ERA feels that this elevated failure rate is concentration dependent when the assigned value for aldrin is below 1 µg/L. If you were one of the laboratories who were evaluated as 'Not Acceptable', please feel free to call ERA's Organic Chemistry Group for technical help at 1-800-372-0122.

Study Discussion - Pesticides: Endrin

During the statistical review of the WS-115 Pesticides standard data set ERA observed a failure rate of 35.3% for endrin. We carefully reviewed all data related to proving the efficacy of the standard including manufacturing, internal analytical verification and stability data for both accuracy and homogeneity. Our review of the data confirmed that the standard is 'fit for use'.

The NELAC manufacturing range for endrin is 0.1 to 5.0 µg/L and the assigned value for endrin in the WS-115 study is 0.626 µg/L. The average failure rate for endrin across the entire NELAC manufacturing range is 16.8%, for assigned values greater than 1 µg/L the average failure rate is 15.7% and for assigned values less than 1 µg/L the average failure rate is 24.7%. In reviewing ERA's

historical data we observed failure rates for endrin tending to increase as concentrations decrease.

ERA feels that this elevated failure rate is concentration dependent when the assigned value for endrin is below 1 µg/L. If you were one of the laboratories who were evaluated as 'Not Acceptable', please feel free to call ERA's Organic Chemistry Group for technical help at 1-800-372-0122.

Study: **WS-115**

ERA Laboratory Code: **V3541-01**

Laboratory Name: **Village of Dexter Water
Utilities**

Report Type: **Complete**

Report Method: **Method A**

Andrea Dorney
Technical Operations Mgr.
Village of Dexter Water Utilities
8360 Huron Street
Dexter, MI 48130
734-426-4572

EPA ID: MI1810
ERA Laboratory Code: V3541-01
Report Issued: 04/11/06
Study Dates: 02/06/06 - 03/23/06

Anal. No.	Analyte	Units	Reported Value	Assigned Value	Acceptance Limits	Performance Evaluation	Method Description
WS Coliform MicrobE™							
0254	Sample 1 Total Coliforms †	CFU/100mL	Absence	Absence	Absence	Acceptable	SM9223 COLert18
0255	Sample 1 Fecal Coliforms †	CFU/100mL	Absence	Absence	Absence	Acceptable	SM9223 COLert18
0254	Sample 2 Total Coliforms †	CFU/100mL	Presence	Presence	Presence	Acceptable	SM9223 COLert18
0255	Sample 2 Fecal Coliforms †	CFU/100mL	Absence	Absence	Absence	Acceptable	SM9223 COLert18
0254	Sample 3 Total Coliforms †	CFU/100mL	Presence	Presence	Presence	Acceptable	SM9223 COLert18
0255	Sample 3 Fecal Coliforms †	CFU/100mL	Absence	Absence	Absence	Acceptable	SM9223 COLert18
0254	Sample 4 Total Coliforms †	CFU/100mL	Presence	Presence	Presence	Acceptable	SM9223 COLert18
0255	Sample 4 Fecal Coliforms †	CFU/100mL	Presence	Presence	Presence	Acceptable	SM9223 COLert18
0254	Sample 5 Total Coliforms †	CFU/100mL	Presence	Presence	Presence	Acceptable	SM9223 COLert18
0255	Sample 5 Fecal Coliforms †	CFU/100mL	Presence	Presence	Presence	Acceptable	SM9223 COLert18
0254	Sample 6 Total Coliforms †	CFU/100mL	Presence	Presence	Presence	Acceptable	SM9223 COLert18
0255	Sample 6 Fecal Coliforms †	CFU/100mL	Absence	Absence	Absence	Acceptable	SM9223 COLert18
0254	Sample 7 Total Coliforms †	CFU/100mL	Absence	Absence	Absence	Acceptable	SM9223 COLert18
0255	Sample 7 Fecal Coliforms †	CFU/100mL	Absence	Absence	Absence	Acceptable	SM9223 COLert18
0254	Sample 8 Total Coliforms †	CFU/100mL	Absence	Absence	Absence	Acceptable	SM9223 COLert18
0255	Sample 8 Fecal Coliforms †	CFU/100mL	Absence	Absence	Absence	Acceptable	SM9223 COLert18
0254	Sample 9 Total Coliforms †	CFU/100mL	Absence	Absence	Absence	Acceptable	SM9223 COLert18
0255	Sample 9 Fecal Coliforms †	CFU/100mL	Absence	Absence	Absence	Acceptable	SM9223 COLert18
0254	Sample 10 Total Coliforms †	CFU/100mL	Presence	Presence	Presence	Acceptable	SM9223 COLert18
0255	Sample 10 Fecal Coliforms †	CFU/100mL	Presence	Presence	Presence	Acceptable	SM9223 COLert18

Total Coliform Evaluation : Acceptable
Fecal Coliform Evaluation : Acceptable

Definitions:

- **Assigned Value:** 'Presence' indicates organisms of the coliform group are present in the sample
'Absence' indicates organisms of the coliform group are not present in the sample as defined by standard water testing methods
- **Fecal Coliform organism** - Escherichia coli, Samples 4, 5 and 10 ATCC Strain #: 35421
- **Total Coliform organism** - Enterobacter cloacae, Samples 2, 3 and 6 ATCC Strain #: 35030
- **Negative (1) Coliform organism** - Proteus mirabilis, Sample 7 ATCC Strain #: 25933
- **Negative (2) Coliform organism** - Pseudomonas aeruginosa, Sample 8 ATCC Strain #: 27853
- **Blank** - Samples 1 and 9

All analytes are included in ERA's A2LA accreditation Lab Code: 1539-01

† Indicates analytes included in ERA's NIST/NVLAP accreditation Lab Code 200386-0

VILLAGE OF DEXTER

8360 HURON ST.

DEXTER MI 48130

WATER UTILITIES

(734) 426-4572 FAX (734) 426-2208

STREETS UPDATE

The following is an update of what has been going on in the Streets Department during the period of February 1, 2006 and April 30, 2006.

Ongoing issues that are dealt with on a daily basis are as follows.

DDA Issues - Trash - Smoke Pots - Dumpster Issues - sidewalk snow removal - parking lot snow removal.

Storm Cleanup - Chipping and general storm cleanup.

Weekly Chipping - Scheduled for every Wednesday or as needed.

Snow Removal - As needed

Other projects and issues dealt with during this period are as follows.

Lowered Flags on 2-07-06 for Coretta Scott King, (per President Bush executive order)
And for Governor Granholm Executive order for fallen soldiers, and for the tragedy that happened in Chelsea, after Fire Department request.

Replaced bulbs in traffic lights.

Replaced bulbs in pedestrian crosswalk lights.

Replaced various traffic signs.

Repaired Storm Drain on Hudson @ Forest, (Hit by Gas Co)

Contacted Meyer Electric to repair decorative lighting @ Main & Baker, (Hit by gas Co).

Assisted with traffic ~~at~~ signal light, power pole was replaced at Dan Hoey & Baker on 3-24-06.
(Hit by semi truck).

Picked up compost bags as needed, prior to April when Mister Rubbish started picking them up.

Cold patching as needed for pot holes.

Worked on Act 51 Report. (Added subdivisions that were not being accounted for).

Started looking into a boom truck for light replacement, tree removal, banner installation, etc.

Third St. sidewalk completed week of 4-17-06, Cushing Ct. in progress.

Rebuilt Chipper box.

Removed tree on Third St.

Removed 8 Ash trees along Baker Rd.

Removed several Ash trees at various locations during the week of 3-27-06.

Repaired storm line on Central St. at the Dexter Mill.

Graded Central St. to assist with water runoff.

Installed new culvert on Third St. @ Dover during sidewalk replacement.

Various requests for service.



VILLAGE OF DEXTER

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

AGENDA 5.8.06

ITEM I-2
COMMUNITY DEVELOPMENT OFFICE

Memorandum

To: Village Council
Donna Dettling
From: Allison Bishop
Re: Report
Date: May 8, 2006

Parks Commission

First Street Park – On April 18, 2006 the Parks Commission received a presentation from Paul Cousins of the Dexter Ringers. The Dexter Ringers were requesting that the Parks Commission support the installation of a porta potty at First Street Park for the months of June – September.

Based on the information presented by the Dexter Ringers and the discussion the Parks Commission made a motion to support the installation of a porta potty at First Street Park at a cost not to exceed \$400.

The Parks Commission discussed the contributions that the Dexter Ringers are making to improving a park within the village and agreed that providing a porta potty to a park that many residents use is a worthwhile expense. The Parks Commission also discussed the picnic tables, bird houses and trees that the Dexter Ringers plan to donate and the clean up that the Ringers have already completed as an additional reason to install the porta potty. The Parks Commission discussed the possibility of vandalism and determined that they did not foresee it being a problem and if it were that they and the Ringers would evaluate a solution.

Arrangements to install a porta potty will be made through John's Sanitation starting in May.

Community Park – The Future Leaders of America (FLA) have volunteered to help clean up Community Park on June 3, 2006. The volunteers will help plant rain gardens; replant shrubs, weed flowerbeds and repair areas around the path. The day will start at 9 and end around noon with lunch.

Pavilion – The pavilion plans should be delivered to Washtenaw County for review within the next few weeks. Construction on the pavilion will hopefully start by June 1st. \$5000 in additional donations has been received, \$2500 from Busch's and \$2500 from the Dexter Lions Club. We are still looking for donations of sand and concrete to help offset costs such as electrical that were not included in the bid.

Planning Commission

Sandwich Boards – The Planning Commission has set a public hearing for June 5th to allow the public an opportunity to comment on the proposed changes to temporary signs in Article 7 of the Village of Dexter Zoning Ordinance. The proposed language is attached for your review.

Please feel free to contact me prior to the meeting with questions.

Thank you,

Section 7.07.5.F Sandwich Boards**Section 7.07.5.F****Intent-**

The Village of Dexter would like to provide businesses in the pedestrian-oriented Central Business District an opportunity to provide high quality creative signage, which expresses the unique character of a business or a building. Such signs shall be designed and constructed so as to promote and not visually obscure the significant architectural and urban design of the District. Sign owners are encouraged to consult with the village prior to designing signage.

1. Size. Maximum height shall be three (3) feet. Maximum width shall be 2 feet.
2. Location. Sandwich Boards shall be permitted in the Central Business District (CBD) only. Sandwich Boards shall be placed directly in front of a building or, within six (6) inches of the building in which they are intended to serve. One (1) sandwich board sign will be permitted per building. Sandwich Boards are only permitted when a five (5) foot wide path can be maintained on the sidewalk. Signs are not permitted on landscape areas maintained by the village.
3. Hours. Signs may be located in the right-of-way during hours of operation only. Sandwich boards shall not be left on the sidewalk overnight. Failure to remove a sign from the sidewalk will result in the issuance of a \$100 fine. Fine must be paid prior to continuation of use of sandwich board sign.
4. Materials/Design. Business owners will be free to design high quality creations with minimum restrictions, encouraging hand painted, carved, and unique signage on a flat surface. Sandwich board signage is encouraged to be visually consistent with the historic downtown and is intended to promote the pedestrian scale. Sturdy material such as finished wood (no plywood), metal, or chalkboard is encouraged. Sandwich board signs must be self-supporting and stable. It is the responsibility of the sign owner to remove the sign during inclement weather. The village accepts no liability for any injury or damage caused by a sidewalk sign. \$1,000,000 of general liability insurance, naming the Village of Dexter as additionally insured, must be submitted along with temporary sign permit.
5. Illumination. Illumination is prohibited.
6. Maintenance. All sandwich board signs shall be kept in good condition and will require annual review upon application.
7. Permitting/Review Process. All sandwich boards require annual submission of an application and issuance of a permit. Application and permit fees to be established by the Village Council.

Donna Dettling

AGENDA 5-8-06

From: Shawn Keough [skeough@comcast.net]
Sent: Wednesday, May 03, 2006 10:45 PM
To: 'Donna Dettling'
Cc: 'John Hanifan (E-mail)'; 'Jim Seta'
Subject: FW: ~~Municipal Services Committee Draft Notes - April 19, 2006~~

ITEM I-4

Donna - here are the Webster Township Municipal Services Committee Notes as prepared by Steve Bemis, a member of the Webster Committee. Please include them in the Council packet that you are preparing.

Thanks,

Shawn

-----Original Message-----

From: Steve Bemis [mailto:stbemis@charter.net]
Sent: Thursday, April 27, 2006 10:14 PM
To: Ross Martin; John Kingsley; GWINCE@AOL.com;
gerrycalhoun@charter.net; PZALUCHA@Visteon.com; Scott Betzoldt; John Kingsley
Cc: skeough@comcast.net; dexterutilities@provide.net;
skeough@wadetrim.com
Subject: Municipal Services Committee Draft Notes - April 19, 2006

Shawn and Ed - thanks again for meeting with us. Please let me know if I got any of this wrong.

Steve.

> Municipal Services Committee Draft Notes - Meeting of April 19, 2006.
>
> Called to order by Chairman Betzoldt at 7:30 pm. Attending: Paul
> Zalucha, Gerry Calhoun, Steve Bemis, Bill Ince. Absent: Ross Martin,
> Supervisor Kingsley.
> No Members of the public attended.
>
> Guests: Ed Lobdell, Superintendent of Public Services, Village of
> Dexter and Shawn Keogh, Village Trustee, Village of Dexter.
>
> Executive Summary for a Dexter Village study of waste water
> treatment and potable water issues was handed out by Zalucha, who
> had been asked by Supervisor Kingsley to do so.
>
> Introductions were made, and Mr. Lobdell (who has run the Dexter ww
> plant from its earliest days) extended an invitation to view
> Dexter's wastewater treatment facility.
>
> Lobdell and Ince agreed the current phosphorus limitation at 1 ppm
> is receiving downward pressure by MDEQ which wants it to go to .5
> ppm. This creates significant potential cost pressure on both LA
> and Dexter.
>
> Brief history and overview. Dexter's secondary treatment plant was
> completed in 1969. Large pump station north of the River picks up
> Thompson-Shore and other factories. This pump station was
> originally designed to pick up LA, before LA implemented its own
> plant. West Ridge is served by Dexter (system goes under the
> river). High school pumps to West Ridge.
>
> Dexter runs mostly at about 0.4 mgd. They are currently
> researching and attempting to deal with inflow and infiltration (I/
> I) issues in heavy rains which can run in excess of 300% of the

> normal plant rate of 0.4 mgd. They estimate their plant capacity
> has 400 taps left, although full utilization of this capacity might
> require improvement in the treatment system. Land (plant site) is
> a significant limiting factor for Dexter's plant; consequently, it
> would be difficult physically to expand, even with new treatment
> technologies (e.g., how do you keep the system operational during
> expansion construction?).
>
> Mr. Keogh gave his view, as background, of the 425 Agreement
> between Dexter and Webster Twp. He brought a map and copies were
> furnished. On this map:
>
> C=industrial use gets automatic Dexter sewer and water, but
> otherwise continues as Twp.
> B=sewered if the property owner requests, and may imply eventual
> Dexter annexation (there appeared to be some error in the drawing
> of boundary area B on the map provided).
> A=West Ridge already served by Dexter sewer and water.
>
> Mr. Keogh's reading of the 425 Agreement is that after 50 years,
> for A and those in B who requested it, jurisdiction will be
> transferred to the Village. Other than to clarify his views so as
> to provide background for this meeting, there was no substantive
> discussion of the 425 Agreement since the Committee has not seen
> the document.
>
> Expansion issues for the Dexter Plant:
>
> For any significant northerly expansion beyond their current 400-
> tap reserve (setting aside any discussion of 425 Agreement), Dexter
> would need mid-single-digit millions to enlarge the treatment
> plant, and even then they might require balancing tanks/initial
> treatment on North side of the river, and this does not consider
> water capacity in Dexter wells for potable supply, which is
> currently not known. Also important: the MDEQ would not approve
> another discharge point for the Dexter plant - so Dexter is limited
> to the current plant site, and this is a problem due to land
> (river)-locked location.
>
> In addition to these considerations for any possible expansion
> towards Webster Township, there would have to be factored in a
> similar set of concerns (a comparable \$ investment requirement,
> potable water supply issues, plant location/permitting constraints)
> stemming from the current ongoing discussions about a possible
> Baker Road corridor of expansion.
>
> Given these various constraints and the development pressure to the
> south, there seems little incentive for Dexter to go north. The
> meeting was cordially adjourned at 9:15 pm.
Next meeting scheduled for May 23 (a Tuesday) at 7:30 PM.

Submitted: Steve Bemis.

AGENDA 5.8.06

ITEM I-5

ddettling@villageofdexter.org

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Seta and Council Members
From: Donna Dettling, Village Manager
Date: May 8, 2006
Re: VM Report

1. Meeting/Activity Review:
 - April 25th – S2 Grant Workshop
 - April 27th – OHM SRF Update
 - Mat 2nd – Phil Seybert, Findlay Property Redevelopment Concept
 - May 3rd – Webster Twp/Gordon Hall Meeting
 - May 4th – CEO Meeting at Scio Twp
 - May 5th – OHM Project Update & K-Street Project Pre-Construction
 - May 5th – Jim Valenta, discuss traffic signal re-timing project
2. Incorporation. President Seta asked that representatives from the City of Chelsea be invited to attend the May 22nd meeting to discuss City Status. A new business item on the May 22, 2006 agenda will be the consideration of forming a task force/committee of residents; to conduct surveys and public forums to determine the advantages and disadvantages of incorporation. For your review a copy of the process document for incorporation of City is provided again.
3. Mayor's Exchange. We are tentatively planning an exchange with Oxford for July.
4. Webster 425 Update. The opinion letter from Brad Smith regarding Webster Township 425 Agreement, re: taxation issue is attached to my report.
5. Budget Preparation Update 2006/07. A reminder that a **work session prior to the May 22, 2006 regular Council meeting** is planned to review the proposed budget recommendations from Staff for the July 1, 2006 FY.

Process for Incorporation of City or Village

PART I. OBTAINING APPROVAL FOR INCORPORATION

- * 1. Form task force/committee of residents; conduct surveys and public forums to determine the advantages/disadvantages of incorporation
- 2. Prepare draft petition, including maps
- 3. Submit draft petition to State Boundary Commission for comments and pre-review (optional)
- 4. Circulate petition for signatures
- 5. File petition with State Boundary Commission
- 6. Boundary Commission meets to determine the legal sufficiency of the petition (approximately 90 days after filing)
- 7. Boundary Commission conducts a public hearing (approximately 45 days after legal sufficiency determined)
- 8. Submission of additional material (30 day period following public hearing)
- 9. Submission of rebuttal material by opposition (60-90 period following public hearing; docket open 7 days for final responses)
- 10. Boundary Commission Adjudication (approximately 30 days after rebuttal period)
- 11. Boundary Commission adopts Findings (approximately 30 days after Adjudication)
- 12. Director of Department of Labor & Economic Growth Issues Order (approximately 2-4 weeks after receiving Findings)

IF THE ORDER DOES NOT APPROVE THE INCORPORATION THE PROCESS ENDS.

IF THE ORDER APPROVES THE INCORPORATION AND A REFERENDUM PETITION IS FILED WITHIN 45 DAYS, THEN GO TO PART II.

IF THE ORDER APPROVES THE INCORPORATION AND A REFERENDUM PETITION IS NOT FILED, THEN GO TO PART III.

PART II. REFERENDUM

- 1. Pre-review of referendum petition by Boundary Commission (Approximately 1-2 weeks (optional))
- 2. Circulate referendum petition for signatures
- 3. File referendum petition within 45 days after the Order is mailed.
- 4. Boundary Commission rules on legal sufficiency of referendum petition (approximately 2 months after filing of petition)
- 5. Referendum Date set by Boundary Commission, usually within 90-120 days

IF THE INCORPORATION IS APPROVED BY REFERENDUM, THEN A CHARTER MUST BE ADOPTED WITHIN 2 YEARS OF THE DATE THE APPROVAL ORDER BECOMES EFFECTIVE.

PART III. ADOPTION OF CHARTER (Does not involve the State Boundary Commission)

1. Charter Commission candidates file nominating petitions
2. Election of 9 charter commissioners
3. Charter Commission must meet within 10 days of election and frame draft within 90 days
4. Charter is reviewed by attorney general's office for the governor's office.
5. If charter does not pass repeat steps 3 and 4
6. Referendum on charter
7. If charter is approved, the effective date of the new city is the date stated in the charter.

IF A CHARTER IS NOT ADOPTED WITHIN 2 YEARS, THE INCORPORATION PROCESS ENDS.



Dykema Gossett PLLC
2723 South State Street
Suite 400
Ann Arbor, Michigan 48104

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Tel: (734) 214-7660

Fax: (734) 214-7696

Bradley L. Smith

Direct Dial: (734) 214-7697

Email: BSMITH@DYKEMA.COM

Via regular mail and email

May 3, 2006

Donna Dettling, Village Manager
Village of Dexter
8140 Main St.
Dexter, MI 48130-1092

Re: Webster Township Act 425 Agreement – Applicability of Millage Limitation

Dear Donna:

You asked that we provide you with our opinion on whether the April 1997 Agreement for Conditional Transfer of Certain Property from Webster Township to the Village of Dexter (the Act 425 Agreement) restricts or proscribes the right or ability of that Township to impose on Village residents within the transferred property a special millage for police and fire services. We understand that Township voters approved the additional millage in August 2005. In arriving at our opinion, we have reviewed the Act 425 Agreement, a May 31, 2005 opinion letter provided to the Township by its lawyers, Reading, Etter & Lillich, the ballot language submitted to Webster Township electors, and various legal authorities including those discussed below. I have also had telephone conferences with Mr. Mark Reading, Esq. concerning the circumstances of the Township's millage increase.

We are informed by the Township's attorneys that all Village property owners who reside within Webster Township pay this police and fire services millage. In other words, the special millage for Township police and fire services is being assessed against not only the Village property owners who reside within the geographic scope of the 425 Agreement, but against all persons owning property lying within the boundaries of the Township and also within the Village. We further understand from you that some of the taxes paid to the Village by Township residents are used for police and fire protection. If these facts are correct, all such persons are effectively paying twice for these services.

We conclude that the special millage is in fact a "tax" and not a disguised "special assessment." We further conclude that the Act 425 Agreement probably does not restrict the Township's ability to impose special ad valorem property taxes on residents within the Agreement's jurisdiction provided that such special taxes are approved by Township voters, are applied uniformly to all Township residents, and are otherwise lawfully enacted. Finally, even if

Donna Dettling, Village Manager

May 3, 2006

Page 2

the Agreement were construed to restrict transfers from the Village to the Township of special-use tax proceeds, there is a high likelihood that a court would nullify this provision as being inconsistent with the uniformity requirement for taxation required by the Michigan Constitution.

Paragraph A(5) of the Agreement states:

The laws of the State of Michigan currently provide that the Township shall continue to receive property taxes from the transferred properties for general operating expenses at the same rate as other property in the Township. [T]he Village shall continue to pay to the Township an amount equal to the amount which would have been collected by the Township for general operating purposes had the property remained in the Township, *i.e.*, the total taxable or state equalized value of all transferred properties times the Township's general operating millage rate; provided, however, that in no event shall the millage rate levied hereunder exceed 1 16 mills.

This language caps the Village's obligation to transfer property taxes used to pay the Township's general operating expenses to 1 16 mills. Preliminarily, we analyzed whether the special millage is properly understood as a property tax or a special assessment. If it is a special assessment, there would be no obligation to transfer the millage receipts to the Township. Further, special assessments must be shown to benefit those who are specially assessed, which is not the case here. Based on our review of the ballot language, however, it is our opinion that the police and fire services millage is not a special assessment but rather a tax imposed on all Webster Township residents. There is abundant authority that taxes may be imposed on a property owner even though the owner derives no benefit from the services purchased with those taxes.

We further conclude from the ballot language, and from explanations and assurances provided by Webster Township's attorneys, that the property tax being imposed for police and fire services is not a general purpose tax but a special purpose tax. Because it is a special purpose tax, it is not constrained by the 1 16 mill limitation on general purpose property tax transfers to the Township.

The Village could argue that the Agreement requires it to transfer only "general purpose" taxes, not "special purpose" taxes. Elsewhere, the Agreement transferred the subject property to the Village "for all purposes," Agreement ¶A(1). Arguably, "all purposes" might include Village taxation for and provision of police and fire services. This argument would unlikely persuade a court, however, mainly because *all* property owners within the boundaries of both the Village and Webster Township pay the special purpose tax to the Township. The "all purposes" language in paragraph A(1) is reasonably construed as requiring the parties to treat residents within the Act 425 property the same as other similarly situated property owners within

DyKEMA

Donna Dettling, Village Manager
May 3, 2006
Page 3

both the Township and Village. There is every indication that this was in fact the intent underlying the Agreement.

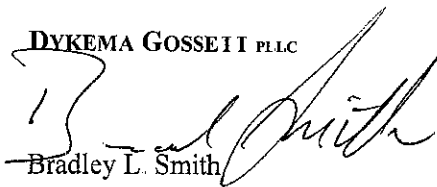
Even if the Agreement were construed to limit remittance of the special purpose tax, such a contractual limitation would raise serious questions regarding its enforceability. Article 9, Section 3 of the Michigan Constitution requires that all property owners within a taxing authority such as Webster Township pay exactly the same tax rate. "This uniformity requirement means that all real property owners within a taxing district must be taxed under an unvarying standard and at a uniform rate. . . . A tax rate imposed by a single taxing unit must be identical throughout its territory." *Washtenaw County v. State Tax Comm'n*, 126 Mich App 535, 540 (1983), *aff'd in relevant part* 422 Mich 346. A court would very likely hold that notwithstanding any contractual agreement entered into under Act 425, this Constitutional provision flatly prevents any agreement between Webster Township and the Village to "carve out" residents within the geographic area of the 425 Agreement from paying a lower tax rate than that assessed against other Township residents

In my discussions with the Township's attorney, Mark Reading, I pointed out the inequity of Village property owners paying twice for police and fire services. Mr. Reading was not unsympathetic to this argument. It was suggested that the Village write a letter to the Webster Township Supervisor, John Kingsley, to request that any taxes collected from Village residents for police and fire services be remitted back to the Village to defray the Village's expenses for police and fire services. Based on my conversation with Mr. Reading, I believe the Township would seriously consider granting such a request.

In sum, it is our opinion that the Act 425 Agreement is not a basis for the Village, or for Village property owners covered by that Agreement, to withhold taxes imposed by the special police and fire millage. Please let me know if you have further questions

Very truly yours,

DYKEMA GOSSETT PLLC


Bradley L. Smith

BLS:slg

AA01\171226.1
ID\BLS

AGENDA 5-8-06

ITEM 5-1

SUMMARY OF BILLS AND PAYROLL			8-May-06
Payroll Check Register	04/26/06	\$31,405.11	Bi-weekly payroll processing
		\$31,405.11	GROSS PAYROLL TOTAL
Account Payable Check Register	05/09/06	\$56,445.74	
		\$87,850.85	TOTAL BILLS & PAYROLL EXPENDED ALL FUNDS
Summary Items from Bills & Payroll		Amount	Comments
ALL PAYABLES ARE WITHIN ACCEPTABLE BUDGET LIMITS DETAIL VENDOR LIST AND ACCOUNT SUMMARY PROVIDED			
"This is the summary report that will be provided with each packet. Approval of the total bills and payroll expended, all funds will be necessary."			

VENDOR APPROVAL SUMMARY REPORT

Date: 05/03/2006

Time: 11:56am

Page: 1

Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
ALEXANDER CHEMICAL CORPORATION	ALEXANDER	CHEMICALS	545.20	0.00
ALLSHRED SERVICES	ALLSHRED	trip fee, price per pound	63.30	0.00
ANN ARBOR LANDSCAPING INC	LANDSCAPIN	TREES	500.00	0.00
BELL EQUIPMENT COMPANY	BELL EQUIP	GUTTER BROOM	186.00	0.00
BOULLION SALES	BOULLION	AIR FILTER	86.91	0.00
CARDINAL GARDENS	CARDINAL	GENERAL GROUNDS WORK	1,250.00	0.00
CARLISLE-WORTMAN ASSOCIATES	CARL-WORT	SERVICES FOR MARCH	750.00	0.00
CHAMPION WATER TREATMENT	CHAMPION W	VILLAGE OFFICE	16.00	0.00
CHELSEA AREA TRANSPORTATION	CATS	DOOR TO DOOR SERVICE	1,416.33	0.00
COMFORT INN CONFERENCE CTR.	COMFORT IN	CONFERENCE	350.00	0.00
DEXTER SENIOR CITIZENS CENTER	DEX SENIOR	MAY 06' RENT	200.00	0.00
DIUBLE EQUIPMENT INCORPORATED	DIUBLE EQU	TOOTH LIFT	214.51	0.00
ANDREA DORNEY	DORNEY/AND	MILEAGE	30.56	0.00
DTE ENERGY	DET EDISON	3219 953 0007 6	10,053.44	0.00
DTE ENERGY-STREET LIGHTING	DTE ENERGY	12529	4,460.13	0.00
DYKEMA GOSSETT PLLC	DYKEMA	MILL CREEK DR EASEMENT, Mill Pond, BHD	1,344.30	0.00
ENGAN-TOOLEY-DOYLE & ASSOC.	ENGAN	PET LITTER BAGS	108.00	0.00
ETNA SUPPLY CO	ETNA SUPPL	SERVICE BOX	1,497.00	0.00
GRISSOM JANITORIAL	GRISSOM	ARPLSERVICE	400.00	0.00
HACKNEY HARDWARE	HACKNEY	LAWN AND GARDEN	214.09	0.00
JOHN'S SANITATION	JOHNS SAN	APRIL 06'	300.00	0.00
LAYNE-NORTHERN	LAYNE-NORT	LABOR & MATERIALS	4,582.14	0.00
MCI	MCI	LONG DISTANCE SERVICE	13.85	0.00
MCW ELECTRICAL SUPPLIES & MORE	MCW ELECTR	HID LAMP	396.00	0.00
MICHIGAN STATE UNIVERSITY EXTE	MSU EXTENT	WORKSHOP	175.00	0.00
NATIONAL CITY BANK	NAI CITY P	MAY 06' LEASE-Jan 2006 m. s sed	1,200.00	0.00
NORTH CENTRAL LABORATORIES	NORTH CENT	CHEMICALS	484.94	0.00
ORCHARD, HILTZ & MCCLIMENT INC	OHM	PROJECT #0130-05-0069 March Service	22,460.88	0.00
PACK & MAIL PLUS	PACK & MAI	DDA MAPS	15.90	0.00
PARTS PEDDLER AUTO SUPPLY	PARTS PEDD	MINI LAMP	118.27	0.00
RADTKE TRUCKING, LLC	ROY R	SAND	115.00	0.00
S.F. STRONG	SF STRONG	C- FOLDS TOWELS	233.88	0.00
SAFE GAURD	SAFE GAURD	DEPOSIT TICKETS	87.09	0.00
SBC	SBC	734-426-4572-8130	1,226.82	0.00
SMEDE-SON STEEL & SUPPLY INC	SMEDE-SON	CULVERT	74.70	0.00
TRUEGREEN CHEMLAWN	TRUE GREEN	DYLOX FOR GRUBS	262.50	0.00
VARNUM, RIDDERING, SCHMIDT	VARNUM, RI	FRANCHISE RENEWAL MATTER	600.00	0.00
WEST SHORE SERVICES INC	WEST SHORE	PREVENTION MAINTENANCE	413.00	0.00
Grand Total:			56,445.74	0.00

Date: 05/03/2006

Time: 11:58am

Page: 1

Village of Dexter

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	
Account	Abbrev	Invoice Description	Number	Number	Date	Amount	
Fund: General Fund							
Dept: Village Council							
101-101.000-727.000	Office Sup	CHAMPION WATER TREATMENT VILLAGE OFFICE	0	31094	05/02/2006	16.00	
101-101.000-943.000	Council Ch	DEXTER SENIOR CITIZENS CENTER MAY 06' RENT	0		05/02/2006	150.00	
						Total Village Council	166.00
Dept: Attorney							
101-210.000-810.000	Attorney F	DYKEMA GOSSETT PLLC BLACKHAWK	0	1089420	05/02/2006	922.50	
101-210.000-810.000	Attorney F	DYKEMA GOSSETT PLLC MILL POND	0		05/02/2006	300.00	
101-210.000-810.000	Attorney F	DYKEMA GOSSETT PLLC MILL CREEK DR EASEMENT	0		05/02/2006	121.80	
101-210.000-810.000	Attorney F	VARNUM, RIDDERING, SCHMIDT FRANCHISE RENEWAL MATTER	0	700389	05/02/2006	600.00	
						Total Attorney	1,944.30
Dept: Village Clerk							
101-215.000-815.000	Ordinance	ALLSHRED SERVICES trip fee, price per pound	0	028006	05/02/2006	63.30	
						Total Village Clerk	63.30
Dept: Village Treasurer							
101-253.000-955.000	Miscellaneous	HACKNEY HARDWARE PLASTIC FORKS	0	761510	05/02/2006	4.98	
101-253.000-955.000	Miscellaneous	HACKNEY HARDWARE PLASTIC CUPS	0	762255	05/02/2006	1.99	
101-253.000-960.000	Education	COMFORT INN CONFERENCE CTR. CONFERENCE	0	05/02/06	05/02/2006	350.00	
						Total Village Treasurer	356.97
Dept: Buildings & Grounds							
101-265.000-727.000	Office Sup	SAFE GAURD DEPOSIT TICKETS	0	021970057	05/02/2006	87.09	
101-265.000-920.000	Utilities	DTE ENERGY 2949 542 0005 0	0		05/02/2006	158.59	
101-265.000-920.000	Utilities	DTE ENERGY 2949 542 0004 3	0		05/02/2006	23.62	
101-265.000-920.000	Utilities	DTE ENERGY 3219 953 0007 6	0		05/02/2006	337.37	
101-265.000-920.001	Telephones	SBC 734-426-8303-4946	0		05/02/2006	352.14	
101-265.000-935.001	Office Cle	GRISSOM JANITORIAL ARPILSERVICE	0	129	05/02/2006	400.00	
101-265.000-943.001	Office Spa	NATIONAL CITY BANK JAN 06' MISSED LEASE PAYMENT	0	05/02/06	05/02/2006	600.00	
101-265.000-943.001	Office Spa	NATIONAL CITY BANK MAY 06' LEASE	0		05/02/2006	600.00	
101-265.000-970.000	Capital Im	ORCHARD, HILTZ & MCCLIMENT INC PROJECT # 0130-03-1033	0	110037	05/02/2006	384.00	
101-265.000-970.000	Capital Im	ORCHARD, HILTZ & MCCLIMENT INC PROJECT # 0130-03-1033	0	110038	05/02/2006	427.50	
						Total Buildings & Grounds	3,370.31
Dept: Village Tree Program							
101-285.000-731.001	Trees	ANN ARBOR LANDSCAPING INC TREES	0	05/02/06	05/02/2006	500.00	
						Total Village Tree Program	500.00
Dept: Law Enforcement							
101-301.000-920.000	Utilities	DTE ENERGY E3219 953 0011 8	0		05/03/2006	178.15	
101-301.000-920.000	Utilities	DTE ENERGY G3219 953 0011 8	0		05/03/2006	110.36	
101-301.000-935.000	Bldg Maint	MCW ELECTRICAL SUPPLIES & MORE HID LAMP	0	41341	05/02/2006	396.00	
						Total Law Enforcement	684.51
Dept: Fire Department							

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Fund	GL Number	Vendor Name	Check	Invoice	Due	Amount
Department	Abbrev	Invoice Description	Number	Number	Date	
Account						
Fund: General Fund						
Dept: Fire Department						
101-336 000-803 000	Contracted	WEST SHORE SERVICES INC	0		05/02/2006	413.00
		PREVENTION MAINTENANCE		0011354-IN		
101-336 000-920 000	Utilities	DTE ENERGY	0		05/03/2006	147.15
		G3219 953 0011 8				
Total Fire Department						560.15
Dept: Planning Department						
101-400 000-802 000	Profession	CARLISLE-WORTMAN ASSOCIATES	0		05/02/2006	390.00
		SERVICES FOR MARCH		264-132		
101-400 000-901 000	Printing &	PACK & MAIL PIUS	0		05/03/2006	15.90
		DDA MAPS		183		
101-400 000-960 000	Education	MICHIGAN STATE UNIVERSITY EXIE	0		05/02/2006	100.00
		WORKSHOP		05/02/06		
101-400 000-960 000	Education	MICHIGAN STATE UNIVERSITY EXIE	0		05/02/2006	75.00
		WORKSHOP				
Total Planning Department						580.90
Dept: Department of Public Works						
101-441 000-740 000	Operating	HACKNEY HARDWARE	0		05/02/2006	5.37
		CORD WRAP		761866		
101-441 000-740 000	Operating	HACKNEY HARDWARE	0		05/02/2006	13.46
		GLOVES		762296		
101-441 000-740 000	Operating	HACKNEY HARDWARE	0		05/02/2006	32.28
		FASTENERS		762411		
101-441 000-740 000	Operating	HACKNEY HARDWARE	0		05/02/2006	2.42
		FASTENERS		762600		
101-441 000-740 000	Operating	HACKNEY HARDWARE	0		05/02/2006	0.75
		NIPPLE		762614		
101-441 000-740 000	Operating	HACKNEY HARDWARE	0		05/02/2006	2.99
		WASTE BAGS		762673		
101-441 000-740 000	Operating	HACKNEY HARDWARE	0		05/02/2006	18.48
		STOP '6 TAIL LIGHT		762679		
101-441 000-740 000	Operating	PARTS PEDDLER AUTO SUPPLY	0		05/02/2006	19.99
		FLEX HANDLE		332750		
101-441 000-740 000	Operating	S.F. STRONG	0		05/02/2006	22.80
		C- FOLDS TOWELS		122347-00		
101-441 000-920 000	Utilities	DTE ENERGY	0		05/03/2006	178.15
		E3219 953 0011 8				
101-441 000-920 000	Utilities	DTE ENERGY	0		05/03/2006	110.35
		G3219 953 0011 8				
101-441 000-920 001	Telephones	SBC	0		05/02/2006	158.57
		734-426-8530-570-8		LONG DISIANCE		
101-441 000-937 000	Equip Main	HACKNEY HARDWARE	0		05/02/2006	30.66
		PASTE		762626		
101-441 000-939 000	Vehicle Ma	BELL EQUIPMENT COMPANY	0		05/02/2006	186.00
		GUTTER BROOM		118970		
101-441 000-939 000	Vehicle Ma	PARTS PEDDLER AUTO SUPPLY	0		05/02/2006	2.67
		FUEL HOSE		333358		
101-441 000-939 000	Vehicle Ma	PARTS PEDDLER AUTO SUPPLY	0		05/02/2006	9.49
		OIL FILTER		333582		
101-441 000-939 000	Vehicle Ma	PARTS PEDDLER AUTO SUPPLY	0		05/02/2006	29.09
		FILIER		333700		
101-441 000-939 000	Vehicle Ma	PARTS PEDDLER AUTO SUPPLY	0		05/02/2006	21.59
		LITE MATE		333766		
101-441 000-939 000	Vehicle Ma	PARTS PEDDLER AUTO SUPPLY	0		05/02/2006	17.46
		PLUGS		333919		
101-441 000-939 000	Vehicle Ma	PARTS PEDDLER AUTO SUPPLY	0		05/03/2006	14.00
		MINI IAMP		333741		
Total Department of Public Works						876.57
Dept: Downtown Public Works						
101-442 000-740 000	Operating	S.F. STRONG	0		05/02/2006	105.10
		C- FOLDS TOWELS		122347-00		
101-442 000-802 000	Profession	CARDINAL GARDENS	0		05/02/2006	1,250.00
		GENERAL GROUNDS WORK		133		
101-442 000-802 000	Profession	DEXTER SENIOR CITIZENS CENTER	0		05/02/2006	50.00
		MAY 06' RENT				
101-442 000-920 000	Utilities	DTE ENERGY	0		05/02/2006	73.60
		2949-542-0003-5		05/02/06		

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Fund

Department	GL Number	Vendor Name	Check	Invoice	Due	
Account	Abbrev	Invoice Description	Number	Number	Date	Amount

Fund: General Fund

Dept: Downtown Public Works

101-442 000-920 000	Utilities	DTE ENERGY 2949 542 0008 4	0	05/02/2006	78.60
101-442 000-920 000	Utilities	DTE ENERGY 2949 542 0001 9	0	05/02/2006	44.55
101-442 000-920 000	Utilities	DTE ENERGY 2949 542 0002 7	0	05/02/2006	66.31
101-442 000-920 000	Utilities	DTE ENERGY 2027 649 0001 7	0	05/02/2006	40.37
101-442 000-920 000	Utilities	DTE ENERGY 3219 953 0017 5	0	05/02/2006	57.61
101-442 000-920 000	Utilities	DTE ENERGY 3219 953 0006 5	0	05/02/2006	86.07
101-442 000-920 000	Utilities	DTE ENERGY 2023 733 0001 3	0	05/02/2006	27.99

Total Downtown Public Works	1,880 20
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Dept: Engineering

101-447 000-830.000	Engineerin	ORCHARD, HILIZ & MCCLIMENT INC PROJECT #	0	110046	05/02/2006	103 75
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Total Engineering	103.75
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Dept: Municipal Street Lights

101-448 000-920.003	St Lights	DTE ENERGY-STREET LIGHTING #12526	0	05/02/06	05/02/2006	2,596.53
101-448 000-920.003	St Lights	DTE ENERGY-STREET LIGHTING 12528	0		05/02/2006	1,617.79
101-448.000-920.003	St Lights	DTE ENERGY-STREET LIGHTING 12529	0		05/02/2006	245.81

Total Municipal Street Lights	4,460.13
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Dept: Solid Waste

101-528.000-740 000	Operating	DIUBLE EQUIPMENT INCORPORATED TOOTH LIFE	0 26815	05/02/2006	122.62
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Total Solid Waste	122 62
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Dept: Parks & Recreation

101-751.000-740.000	Operating	RADTKE TRUCKING, LLC	0		05/02/2006	115.00
		SAND		05/02/06		
101-751.000-937.000	Equip Main	BOULLION SALES	0		05/02/2006	43.76
		MALE TIP		138654		
101-751.000-937.000	Equip Main	BOULLION SALES	0		05/02/2006	43.15
		AIR FILTER		138653		
101-751.000-937.000	Equip Main	DIUBLE EQUIPMENT INCORPORATED	0		05/02/2006	91.89
		LAWN MOWER PARTS		27229		
101-751.000-944.000	Portable T	JOHN'S SANITATION	0		05/02/2006	300.00
		APRIL 06'		19989		
101-751.000-977.000	Equipment	ENGAN-TOOLEY-DOYLE & ASSOC.	0		05/02/2006	108.00
		PET LITTER BAGS				

Total Parks & Recreation	701.80
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Dept: Contributions

101-875-000-965 001	CAIS	CHELSEA AREA TRANSPORTATION	0	05/02/2006	833.00
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101-875 000-965 004	WAVE	PUBLIC TRANSPORTATION	0	MAY 06	05/02/2006	939.00
		CHELSEA AREA TRANSPORTATION	0		05/02/2006	583.33

DOOR TO DOOR SERVICE

Total Contributions	1,416.33
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Fund Total	17,787.84
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Fund: Local Streets Fund

Dept: Contracted Road Construction

203-451.000-803.000	Contracted	SMEDE-SON STEEL & SUPPLY INC	0	05/02/2006	74.70
		CULVERT	049638		
203-451.000-970.000	Capital Im	ORCHARD, HILTZ & MCCLIMENT INC	0	05/02/2006	2,549.25
		PROJECT # 0130-05-0061	110041		
203-451.000-970.000	Capital Im	ORCHARD, HILTZ & MCCLIMENT INC	0	05/03/2006	13,291.25
		PROJECT #0130-05-0069	110042		

Total Contracted Road Construction	15,915.20
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Fund	GL Number	Vendor Name	Check	Invoice	Due	Amount
Department	Abbrev	Invoice Description	Number	Number	Date	
Account						
Fund: Local Streets Fund						
Fund Total						15,915.20
Fund: Sewer Enterprise Fund						
Dept: Sewer Utilities Department						
590-548.000-740.000	Operating	HACKNEY HARDWARE	0		05/02/2006	4.74
		PLUMBING SUPPLIES		762670		
590-548.000-740.000	Operating	S.F. STRONG	0		05/02/2006	105.98
		C- FOLD TOWELS		122562-00		
590-548.000-742.000	Chem Plant	ALEXANDER CHEMICAL CORPORATION	0		05/02/2006	1,265.20
		CHEMICALS		0360944		
590-548.000-742.000	Chem Plant	ALEXANDER CHEMICAL CORPORATION	0		05/02/2006	-720.00
		CREDIT		0360945		
590-548.000-743.000	Chem Lab	HACKNEY HARDWARE	0		05/02/2006	6.58
		FREEZER BAGS		761454		
590-548.000-743.000	Chem Lab	NORTH CENTRAL LABORATORIES	0		05/02/2006	484.94
		CHEMICALS		199365		
590-548.000-802.000	Profession	TRUEGREEN CHEMLAWN	0		05/02/2006	262.50
		DYLOX FOR GRUBS		133847		
590-548.000-920.000	Utilities	DTE ENERGY	0		05/02/2006	57.48
		3219 953 0001 9				
590-548.000-920.000	Utilities	DTE ENERGY	0		05/02/2006	818.42
		4667 427 0001 9				
590-548.000-920.000	Utilities	DTE ENERGY	0		05/02/2006	14.24
		3219 953 0009 2				
590-548.000-920.000	Utilities	DTE ENERGY	0		05/02/2006	3,919.98
		3219 953 0010 0				
590-548.000-920.001	Telephones	MCI	0		05/02/2006	13.85
		LONG DISTANCE SERVICE		05/02/06		
590-548.000-937.000	Equip Main	HACKNEY HARDWARE	0		05/02/2006	1.70
		FASTENERS		761542		
Total Sewer Utilities Department						6,235.61
Fund Total						6,235.61
Fund: Water Enterprise Fund						
Dept: Water Utilities Department						
591-556.000-740.000	Operating	HACKNEY HARDWARE	0		05/02/2006	9.99
		SHOP TOWELS		761754		
591-556.000-740.000	Operating	HACKNEY HARDWARE	0		05/02/2006	40.75
		MARKING FLAG		762258		
591-556.000-740.000	Operating	HACKNEY HARDWARE	0		05/02/2006	16.98
		TAPE		762297		
591-556.000-740.000	Operating	HACKNEY HARDWARE	0		05/02/2006	7.98
		SAKRETE		762814		
591-556.000-740.000	Operating	PARTS PEDDLER AUTO SUPPLY	0		05/02/2006	3.98
		OIL 5W30		332403		
591-556.000-740.000	Operating	HACKNEY HARDWARE	0		05/03/2006	11.99
		LAWN AND GARDEN		762434		
591-556.000-802.000	Profession	LAYNE-NORTHERN	0		05/02/2006	4,582.14
		LABOR & MATERIALS		10544064		
591-556.000-861.000	Travel & M	ANDREA DORNEY	0		05/02/2006	30.56
		MILEAGE		05/02/06		
591-556.000-920.000	Utilities	DTE ENERGY	0		05/02/2006	1,628.77
		2949 542 0006 8				
591-556.000-920.000	Utilities	DTE ENERGY	0		05/02/2006	15.71
		3219 953 0008 4				
591-556.000-920.000	Utilities	DTE ENERGY	0		05/03/2006	1,853.75
		3219 953 0003 5		05/03/06		
591-556.000-920.000	Utilities	DTE ENERGY	0		05/03/2006	26.25
		3219 953 0004 3				
591-556.000-920.001	Telephones	SBC	0		05/02/2006	716.11
		734-426-4572-8130				
591-556.000-977.000	Equipment	ETNA SUPPLY CO	0		05/02/2006	72.00
		METER COUPLING		1223800-01		
591-556.000-977.000	Equipment	ETNA SUPPLY CO	0		05/02/2006	1,254.00
		TOUCH PAD CONNECTION		1223657		
591-556.000-977.000	Equipment	ETNA SUPPLY CO	0		05/02/2006	171.00
		SERVICE BOX		1224336-02		

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Fund						
Department	GL Number	Vendor Name	Check	Invoice	Due	
Account	Abbrev	Invoice Description	Number	Number	Date	Amount

Fund: Water Enterprise Fund						
Dept: Water Utilities Department						
Total Water Utilities Department						10,441.96
Fund Total						10,441.96

Fund: Trust & Agency Fund						
Dept: Assets, Liabilities & Revenue						
701-000.000-253.008	Dexter Cro	ORCHARD, HILTZ & MCCLIMENT INC PROJECT # 0130-98-0023	0	110047	05/02/2006	528.00
701-000.000-253.015	Huron Farm	ORCHARD, HILTZ & MCCLIMENT INC PROJECT #0130-02-0043	0	110036	05/02/2006	399.25
701-000.000-253.028	Boulder Pa	ORCHARD, HILTZ & MCCLIMENT INC PROJECT # 0130-04-1022	0	110039	05/02/2006	797.25
701-000.000-253.030	Monument P	ORCHARD, HILTZ & MCCLIMENT INC PROJECT # 0130-04-1033	0	110040	05/02/2006	234.75
701-000.000-253.036	Bishop Con	ORCHARD, HILTZ & MCCLIMENT INC PROJECT #0130-05-1041	0	110043	05/02/2006	195.00
701-000.000-253.036	Bishop Con	ORCHARD, HILTZ & MCCLIMENT INC PROJECT #0130-05-1043	0	10044	05/02/2006	2,104.13
701-000.000-253.040	Shipman Pr	ORCHARD, HILTZ & MCCLIMENT INC PROJECT #0130-05-1042	0	110045	05/02/2006	1,446.75
701-000.000-253.043	Dexter Dis	CARLISLE-WORTMAN ASSOCIATES LIBRARY REZONING	0	264.133	05/02/2006	360.00
Total Assets, Liabilities & Revenue						6,065.13
Fund Total						6,065.13
Grand Total						56,445.74

AGENDA 5.8.06

ITEM

J-2

April 25, 2006

Donna Dettling , Village Manager
Village of Dexter
8021 Main St.
Dexter , Michigan 48130

Dear Ms. Dettling ,

On behalf of the Dexter Lions , I would like to request permission
To hold our annual White Cane sales on May 19th and 20th , 2006 during White Cane
Week. We would have Dexter Lions at various spots in the village collecting funds to
Support the various activities that we do for the visually impaired .

I have also attached a proclamation that we would like to have Mr. Seta the
Village Council President sign and have it appear in the Dexter Leader on May 18th.
Thank you for your assistance and support of our efforts for White Cane Week.

Sincerely ,



Al Ritt , White Cane Week Chairman
Dexter Lions

A PROCLAMATION

In Observance of
May 15 through May 22, 2006

as

LIONS WHITE CANE WEEK

WHEREAS, there are over 18,000 blind persons in Michigan who are dependent upon a White Cane or a Leader Dog; and

WHEREAS, the Lions of **DEXTER** are dedicated to sight conservation activities by aiding the visually impaired of all ages through eye examinations and eyeglasses for the needy. They also support Welcome Home for the Blind, Leader Dogs for the Blind, Michigan Eye Bank and Transplantation Center, and other worthy community service projects; and

WHEREAS, the Lions of **DEXTER** give freely of their time and effort to support sight conservation projects. Through the sale of the miniature White Canes, funds are raised for these worthwhile projects. Therefore, I James Seta, as President of the Village of Dexter, proclaim the period of May 15 through May 22, 2006 as **LIONS WHITE CANE WEEK** and urge all citizens to become familiar with the meaning and purpose of the White Cane Law, and to lend support to Lions Club projects

Date

Village President

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8303

Fax (734)426-5694

MEMO

To: President Seta and Council
From: Donna Dettling, Village Manager
Date: May 8, 2006
Re: Out-door Water Restriction Ordinance

ITEM

K-2

The Ordinance amendment to implement permanent out-door water restrictions was postponed from the April 24, 2006 meeting. This action as you will recall is to better manage the water system by reducing the peak day demand. Permanent, mandatory odd/even outdoor watering will reduce peak usage and help establish constant usage throughout the system. The Michigan Department of Environmental Quality (MDEQ) rates the Village water system based on peak day demand, and this effort is necessary to remain in compliance with the MDEQ rules for our water supply system.

Molly Wade from MDEQ provided comment in the attached email, which supports the adoption of the Ordinance Amendment.

The recommendation presented by Council, as I understood it was to implement the "Emergency Ban" portion of the ordinance as needed. This does not help us achieve the overall goal of cutting peak demands. As Molly states in her email, we will not decrease overall water use (& resulting revenue), but will be effective in shaving peak hour demands.

This effort will help the village maintain adequate pressure during normal high use times despite the firm capacity shortfall. It will also give the village time to properly plan & develop additional source or storage capacity.

This effort is not intended to be punitive, put rather a pro-active effort to educate the public on conservation, therefore enforcement will not be heavy handed.

Staff, OHM and MDEQ supports the adoption of this ordinance amendment

Thanks,

Donna Dettling

From: Molly Wade [wadem@michigan.gov]
Sent: Wednesday, May 03, 2006 1:32 PM
To: Donna Dettling
Subject: Re: Water Restriction Ordinance

Donna,

I have reviewed the latest draft of your proposed water restriction ordinance and it looks great. Thanks for the opportunity to review and comment

The DEQ is very pleased to see the village take a proactive approach to address the village's firm well capacity problems. Odd/Even sprinkling days will not decrease overall water use(& resulting revenue), but will be effective in shaving peak hour demands. By cutting peak demands, the village should be able to maintain adequate pressure during normal high use times despite the firm capacity shortfall. It will also give the village time to properly plan & develop additional source or storage capacity.

If your efforts to educate the public on conservation are successful, I'm confident that your customers will willingly comply with the odd/even day requirements.

Please forward a copy of the ordinance when final.

If you have additional questions or concerns, please don't hesitate to call.

Thanks

Molly Wade
Assistant Supervisor
Jackson District Office
Water Bureau
517-780-7875

5/3/2006

GENERAL CODE AMENDMENT CHAPTER 58
UTILITIES, SECTION 39 WATER RESTRICTIONS
ORDINANCE # -2006

At a regular meeting the Village Council of the Village of Dexter, Michigan called to order by President Seta on May 8, 2006 at 7:30 p.m., the following Ordinance Amendment was Moved by: _____ and Seconded by: _____

Sec. 58-39 Water Restrictions

- (a) It has been determined by the Manager and the Supervisor of Public Services that permanent water restrictions are essential to accommodate the demand for water in the Village. The firm capacity of the source of the village's water system is very near the existing system demand. The firm capacity of the high service pumps has already been surpassed. The following regulations shall apply in the Village **at all times**, for all properties connected to the Village water system: *Sprinkling of lawns and landscaping and all outdoor water use shall only be allowed for properties with even-numbered addresses on even-numbered dates within a month and for properties with odd-numbered addresses on odd-numbered dates within a month*
- (b) Whenever the Manager and or the Supervisor of Public Services determines that provisions in subsection (a) are not sufficient, or conditions within the water system of the Village are likely to endanger the general welfare of the Village, or as deemed necessary by the Michigan Department of Environmental Quality, the following emergency regulations shall apply in the Village for all properties connected to the Village water system: *Sprinkling of lawns and landscaping and all outdoor water use shall not be allowed*. Emergency water bans on outdoor water use shall be posted at the Village Office and publicly announced by means of broadcasts or telecasts by the stations with normal operating range covering the Village. Public announcements lifting the ban on outdoor water use shall be made.
- (c) The Village shall recognize a grace period of 3-months from the effective date to allow for education and multiple publications of the mandatory water restrictions imposed by this ordinance. Violations identified during the grace period will be issued enforcement warnings. The grace period will not apply to violations issued during emergency water bans on outdoor water use.
- (d) Any person, firm or corporation violating any provision of this ordinance shall be deemed responsible for a civil infraction and will be responsible to pay a fine of five hundred dollars (\$500.00) for each violation.
- (e) It shall be the responsibility of the Village to enforce this ordinance.
- (f) Mandatory odd/even watering schedules will be implemented, as well as an aggressive public education effort in an attempt to impact peak water usage and establish constant water usage throughout the system.

Ayes:
Nayes:

THIS ORDINANCE WAS ADOPTED ON _____ AND IS EFFECTIVE UPON PUBLICATION.

David F. Boyle, Village Clerk

Date

Adoption Date:

Publication Date:

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Seta and Council

From: Donna Dettling, Village Manager

Date: May 8, 2006

Re: Mill Pond Upstream Property Research-Update

AGENDA 5.8.06
ITEM K.3

At the April 10, 2006 meeting, Council asked that another approach to reclaiming the Mill Pond properties be pursued. The three-phase, 2-year, \$200,000 plus proposal from Brad Smith for legal services did not seem reasonable.

Council suggested that we limit the focus to the Village side of Mill Pond from the Main Street Bridge to the Cemetery. I have included a map showing the parcels in question. Listed below are the four parcels in question:

HD-08-06-210-047	.21 acres	Village Property
HD-08-06-210-048	.11 acres	Tupper Properties
HD-08-06-280-001	1.35 acres	Tupper Properties
HD-08-06-285-009	8.08 acres	Forest Lawn Cemetery

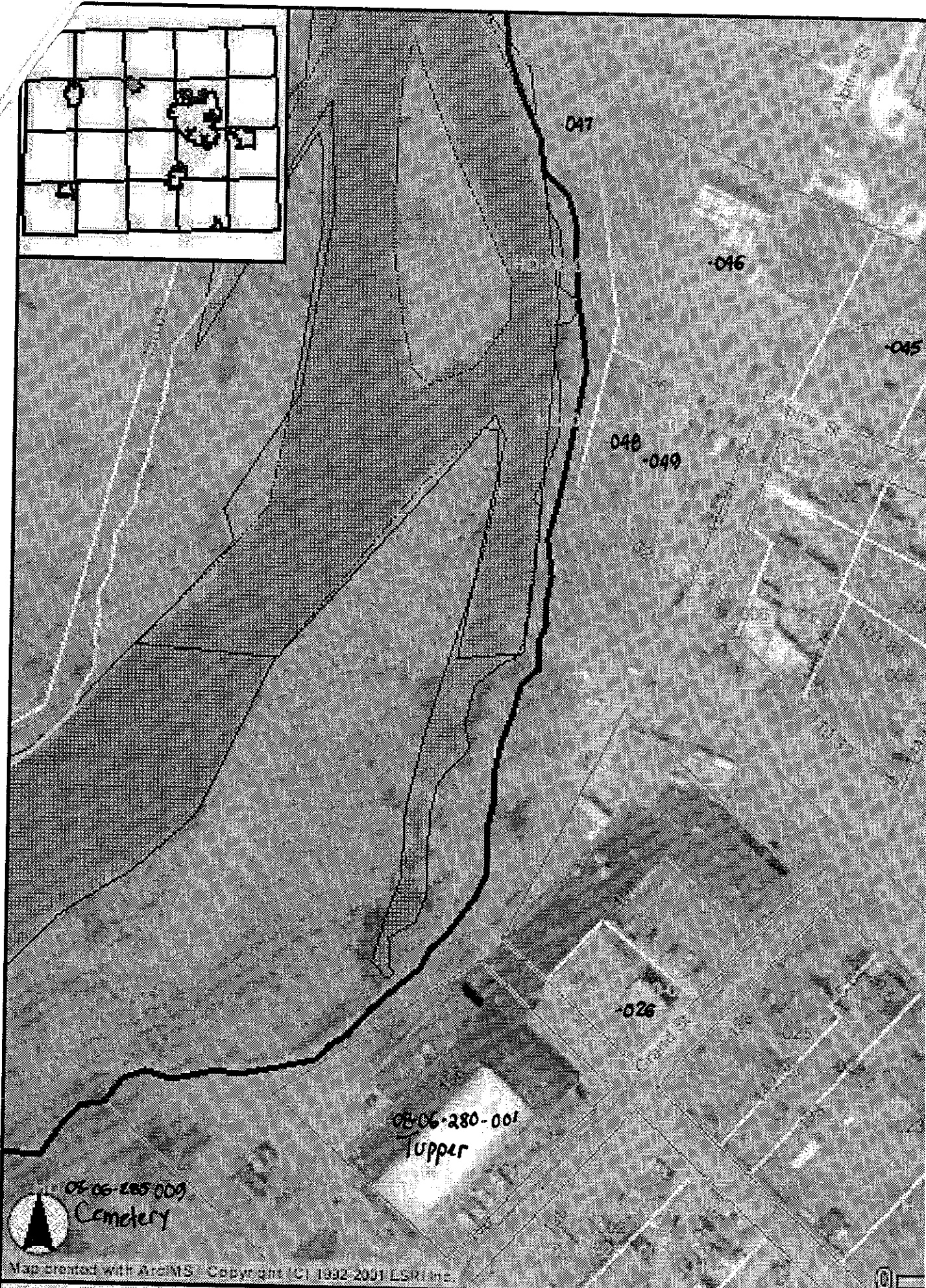
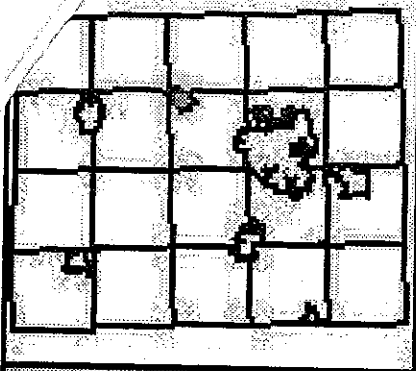
General Property Information is provided on each of these parcels. The property descriptions are laid out in metes and bounds, which do NOT indicate that they extend into the Mill Pond area. However, Brad indicated that there still could be legal question of ownership from previous owners of these parcels. They may have sold the property as described and retained ownership of the portion of the property to the middle/edge of the water.

I have asked Brad to create a document for parcel HD-08-06-210-048 (.11 acres - Assessed Value \$500) that I can take to Bill Tupper and ask that he transfer ownership to the Village. The next step would be to have the Mill Pond area surveyed (Village side) and file a legal claim with the Court for ownership. I have over-simplified the process, and there will be legal costs involved in preparing the documents, but this may help us incrementally achieve our goal of clear title to the Mill Pond area next to the Village.

The next step would be to evaluate the Dexter-Chelsea side of Mill Pond (from the Bridge to Parker Road) in the same manner as described above.

I am looking for comments and recommendations on this approach.

Thanks,



08-06-285-009
Cemetery

Map created with ArcIMS Copyright (C) 1992-2001 ESRI Inc.



County Base



Plat Boundary

General Property Information

[Back to Non-Printer Friendly Version] [Send To Printer]

Parcel: HD-08-06-210-047

Property Address

[collapse]

MAIN ST VCNT
DEXTER, MI 48130**Owner Information**

[collapse]

DEXTER, VILLAGE OF
, MI

Unit:

H

Taxpayer Information

[collapse]

SEE OWNER INFORMATION

General Information for Tax Year 2006

[collapse]

Property Class:	090	Assessed Value:	\$0
School District:	81050 - District 81050	Taxable Value:	\$0
State Equalized Value:	\$0	Map #	BOOK 1, MAP 06-2
User Number Indx:		Date of Last Name Chg:	05/27/2003

Date Filed:	N/A
Principal Residence Exemption (2006 May 1):	0.0000 %
Principal Residence Exemption (2006 Final):	0.0000 %
Principal Residence Exemption (2007 May 1):	0.0000 %

Previous Year Info	MBOR Assessed	Final S.E.V.	Final Taxable
2005	\$0	\$0	\$0
2004	\$0	\$0	\$0

Land Information

[collapse]

Acreage:	0.21	Frontage:	0.00 Ft
Zoning Code:	VILLAGE	Depth:	0.00 Ft
Land Value:	\$0	Mortgage Code:	N/A
Renaissance Zone:	N/A	Lot Dimensions/Comments:	
ECF Neighborhood Code:	A		

Legal Information

[collapse]

COM AT THE INTERSECTION OF THE S'LY LINE OF MAIN ST WITH THE RIGHT BANK OF MILL POND, TH UPSTREAM ALONG THE RIGHT BANK TO THE N LINE OF FOREST ST, TH ALONG THE LINE OF 'F' ST, TO 848.50 FT FLOW LINE TRAVERSE, TH N'LY ALONG THE TRAVERSE LINE TO THE S'LY LINE OF MAIN ST, TH W'LY ALONG THE S LINE TO THE PL OF COMMENCEMENT, ALSO THAT PART OF LOT 4, BLK 25, ACCORDING TO THE RECORDED PLAT OF THE VILLAGE LYING BELOW THE 848.50 FT FLOW LINE TRAVERSE, CONTAINING 0.0063 AC. PT BLKS 18 & 25 ORIGINAL PLAT

Sales Information

0 sale record(s) found.

General Property Information

[Back to Non-Printer Friendly Version] [Send To Printer]

Parcel: HD-08-06-210-048

Property Address

[collapse]

FOREST ST VCNT
DEXTER, MI 48130**Owner Information**

[collapse]

TUPPER PROPERTIES, LLC
2500 BISHOP CIRCLE EAST
DEXTER, MI 48130

Unit: H

Taxpayer Information

[collapse]

SEE OWNER INFORMATION

General Information for Tax Year 2006

[collapse]

Property Class:	201	Assessed Value:	\$500
School District:	81050 - District 81050	Taxable Value:	\$327
State Equalized Value:	\$500	Map #	BOOK 1, MAP 06-2
User Number Indx:		Date of Last Name Chg:	05/27/2003

Date Filed:	N/A
Principal Residence Exemption (2006 May 1):	0 0000 %
Principal Residence Exemption (2006 Final):	0 0000 %
Principal Residence Exemption (2007 May 1):	0 0000 %

Previous Year Info	MBOR Assessed	Final S.E.V.	Final Taxable
2005	\$500	\$500	\$317
2004	\$500	\$500	\$310

Land Information

[collapse]

Acreage:	0.11	Frontage:	0.00 Ft
Zoning Code:	VILLAGE	Depth:	0.00 Ft
Land Value:	\$1,000	Mortgage Code:	N/A
Renaissance Zone:	N/A	Lot Dimensions/Comments:	
ECF Neighborhood Code:	A		

Legal Information

[collapse]

COM AT NE COR OF BLK 18, TH N 64-29 W 181.51 FT, TH S 25-25 W 149.6 FT, TH N 64-38 W 10.09 FT, TH S 20 W 20.09 FT, TH N 64-38 W 98.28 FT FOR A POB, S 0-01-00 W 7.58 FT, TH 11.40 FT ALNG ARC OF CURV TO RIGHT, RAD 125.99 FT, CHD S 2-36-30 W 11.39 FT, TH S 5-12-00 W 126.51 FT, TH N 47-18 W TO 843 FT CONTOUR OF MILL CREEK, TH NLY ON SAID CONTOUR TO A PNT N 64-38 W FRM POB, TH S 64-38 E TO POB. PART BLK 18 ORIGINAL PLAT & NW 1/4 SEC 6 T2S R5E 0.11 AC

Sales Information

0 sale record(s) found.

General Property Information

[Back to Non-Printer Friendly Version] [Send To Printer]

Parcel: HD-08-06-280-001

Property Address

[collapse]

3045 BROAD ST
DEXTER, MI 48130**Owner Information**

[collapse]

TUPPER PROPERTIES, LLC
2500 BISHOP CIRCLE EAST
DEXTER, MI 48130

Unit: H

Taxpayer Information

[collapse]

SEE OWNER INFORMATION

General Information for Tax Year 2006

[collapse]

Property Class:	301	Assessed Value:	\$268,000
School District:	81050 - District 81050	Taxable Value:	\$227,495
State Equalized Value:	\$268,000	Map #	BOOK 1, MAP 06-2
User Number Indx:		Date of Last Name Chg:	05/27/2003

Date Filed:	N/A
Principal Residence Exemption (2006 May 1):	0.0000 %
Principal Residence Exemption (2006 Final):	0.0000 %
Principal Residence Exemption (2007 May 1):	0.0000 %

Previous Year Info	MBOR Assessed	Final S.E.V.	Final Taxable
2005	\$257,000	\$257,000	\$220,228
2004	\$257,000	\$257,000	\$215,277

Land Information

[collapse]

Acreage:	1.35	Frontage:	198.00 Ft.
Zoning Code:	VILLAGE	Depth:	128.00 Ft.
Land Value:	\$294,000	Mortgage Code:	N/A
Renaissance Zone:	N/A	Lot Dimensions/Comments:	
ECF Neighborhood Code:	A		

Legal Information

[collapse]

ALL OF LOTS 1,2,3&4, BLK 25, ORIGINAL PLAT VILLAGE OF DEXTER; EXC BEG AT S COR OF LOT 1, TH N 47 W 99 FT, TH N 43 E 70 FT, TH S 47 E 99 FT, TH S 43 W 70 FT TO POB. PT NE 1/4 SEC 6, T2S-R5E

Sales Information

1 sale record(s) found.

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber / Page
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General Property Information

[Back to Non-Printer Friendly Version] [Send To Printer]

Parcel: HD-08-06-285-009

Property Address

[collapse]

GRAND ST
DEXTER, MI 48130**Owner Information**

[collapse]

FOREST LAWN CEMETERY
11677 N TERRITORIAL RD
DEXTER, MI 48130

Unit: H

Taxpayer Information

[collapse]

SEE OWNER INFORMATION

General Information for Tax Year 2006

[collapse]

Property Class:	090	Assessed Value:	\$0
School District:	81050 - District 81050	Taxable Value:	\$0
State Equalized Value:	\$0	Map #	BOOK 1, MAP 06-2
User Number Indx:		Date of Last Name Chg:	05/27/2003

Date Filed:	N/A
Principal Residence Exemption (2006 May 1):	0.0000 %
Principal Residence Exemption (2006 Final):	0.0000 %
Principal Residence Exemption (2007 May 1):	0.0000 %

Previous Year Info	MBOR Assessed	Final S.E.V.	Final Taxable
2005	\$0	\$0	\$0
2004	\$0	\$0	\$0

Land Information

[collapse]

Acreage:	8.08	Frontage:	0.00 Ft
Zoning Code:	VILLAGE	Depth:	0.00 Ft.
Land Value:	\$0	Mortgage Code:	N/A
Renaissance Zone:	N/A	Lot Dimensions/Comments:	
ECF Neighborhood Code:	A		

Legal Information

[collapse]

COM AT INTERSEC OF CTRS OF BAKER RD & GRAND ST, TH N 48-06-00 W 889.15 FT FOR A POB, TH S 41-37-00 W 894 FT, TH S 47-17-24 E 68.86 FT, TH S 37-42-00 W 49.18 FT, TH S 43-40-00 W 129.97 FT, TH N 88-17-00 W 65.31 FT, TH N 24-54-00 W 135.79 FT, TH N 12-02-00 E 154.76 FT, TH N 01-59-00 W 16.64 FT, TH N 56-28-46 E 25.76 FT, TH NE'LY ALG MILL CRK TO A PT N 86-06-00 W 738 FT FROM POB, TH S 86-06-00 E 738 FT TO POB. PT NW 1/4 SEC 6, T2S-R5E, 8.08 AC.

Sales Information

0 sale record(s) found.

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8303 FAX (734)426-5614

MEMO

To: President Seta and Council
From: Donna Dettling, Village Manager
Date: May 8, 2006
Re: Discussion- Proposed rate adjustment through 2009

ITEM

L-1

As requested at the last meeting a 5% increase on water effective 7-1-06, 7-1-07 and 7-1-08, instead of the 10% effective 7-1-06 is presented here for your review. The recommended 3% annual adjustment starting in July of 2007 is also presented.

The **July 1, 2006 rate adjustment** for a typical family using 10,000 gallons of water during a 2-month billing cycle will experience a **\$1.74 increase** each billing cycle. The chart below illustrates the effect of the rate adjustment:

<u>WATER-5%</u>	<u>CURRENT</u>	<u>PROPOSED</u>
Ready to Serve Charge	\$10.60	\$11.14
Commodity Charge 10,000 gallons	\$23.90	\$25.10
<u>SEWER-0%</u>		
Ready to Serve Charge	\$10.00	\$10.00
Commodity Charge 10,000 gallons	\$61.50	\$61.50
<u>REFUSE-0%</u>		
Monthly Fee \$13.00	\$26.00	\$26.00
	\$132.00	\$133.74

The **July 1, 2007 rate adjustment** for a typical family using 10,000 gallons, **increase \$4.06:**

<u>WATER-5%</u>	<u>CURRENT</u>	<u>PROPOSED</u>
Ready to Serve Charge	\$11.14	\$11.70
Commodity Charge 10,000 gallons	\$25.10	\$26.40
<u>SEWER-3%</u>		
Ready to Serve Charge	\$10.00	\$10.30
Commodity Charge 10,000 gallons	\$61.50	\$63.40
<u>REFUSE-0%</u>		
Monthly Fee \$13.00	\$26.00	\$26.00
	\$133.74	\$137.80

The **July 1, 2008 rate adjustment** for a typical family using 10,000 gallons, **increase \$4.10:**

<u>WATER-5%</u>	<u>CURRENT</u>	<u>PROPOSED</u>
Ready to Serve Charge	\$11.70	\$12.28
Commodity Charge 10,000 gallons	\$26.40	\$27.70
<u>SEWER-3%</u>		
Ready to Serve Charge	\$10.30	\$10.62
Commodity Charge 10,000 gallons	\$63.40	\$65.30
<u>REFUSE-0%</u>		
Monthly Fee \$13.00	\$26.00	\$26.00
	\$137.80	\$141.90

The **July 1, 2009 rate adjustment** for a typical family using 10,000 gallons, **increase \$3.48:**

<u>WATER-3%</u>	<u>CURRENT</u>	<u>PROPOSED</u>
Ready to Serve Charge	\$12.28	\$12.64
Commodity Charge 10,000 gallons	\$27.70	\$28.50
<u>SEWER-3%</u>		
Ready to Serve Charge	\$10.62	\$10.94
Commodity Charge 10,000 gallons	\$65.30	\$67.30
<u>REFUSE-0%</u>		
Monthly Fee \$13.00	\$26.00	\$26.00
	\$141.90	\$145.38

A copy of the proposed rate adjustment resolution is attached for your review.

REFUSE

A concern regarding the monthly refuse fee came up as the budget projections for FY 2006/07 were being developed. As you know the revenue stream for the Solid Waste Department comes from the monthly – residential and commercial refuse charges on the Water Bill. As I develop preliminary numbers for the coming fiscal year, I project \$414,000 in revenue and \$469,000 in expenses. This represent a \$55,000 in general fund subsidy for Solid Waste. Our options are to increase revenue, reduce services, a combination of both, or allow general fund to continue to subsidize solid waste.

From my research it looks like we haven't increased the monthly refuse charge for 10+ years. An additional \$2 per month on the residential rate would generate around \$31,000 per year. An additional 6% increase on the commercial rate would generate around \$12,000. These increases would generate \$43,000 in additional revenue, however discussion during the development of the FY 2006/07 budget is recommended. The information is being presented to prepare you for the budget discussion. Using the same typical family data from above, I have created a chart to illustrate the impact of a \$2 per month refuse increase:

	Proposed	Billing Cycle Increase	Overall Annual Increase
July 1, 2006	\$137.74	\$5.74	\$34.44
July 1, 2007	\$141.80	\$4.06	\$24.36
July 1, 2008	\$145.90	\$4.10	\$24.60
July 1, 2009	\$149.38	\$3.48	\$20.88

I recommend a separate resolution for the implementation of refuse rate increases, after a complete review during the budget process to evaluate all options.

A **"Public Information Meeting"** will be held **May 22, 2006** to allow the public to respond to the proposed water and sewer rate increase. As always, please contact me with any questions or concerns prior to the meeting, if possible.

Thanks,

**RESOLUTION FOR THE PURPOSE OF ESTABLISHING
WATER AND SEWER RATES EFFECTIVE JULY 1,
2006 FOR THE VILLAGE OF DEXTER, MICHIGAN**

At a regular meeting of the Village Council of the Village of Dexter, Michigan called to order by President Seta on May 22, 2006 at 7:30 p.m., the following resolution was offered:

Moved by:

Second by:

WHEREAS, Village Council has accepted the "Fund Analysis and Rate Study" on April 10, 2006, which provides a cost of service analysis to adjust water and sewer rates in the Village according to the following schedule, and

WHEREAS, the "Fund Analysis and Rate Study" is available for public inspection at the Village Office, and

WHEREAS, the Village published this resolution prior to its adoption, and provided a "Public Informational Meeting" on May 22, 2006 for public education and comment, and

WHEREAS, Village Ordinance requires rates to be established by Council by Resolution

NOW THEREFORE BE IT RESOLVED:

Water Rates (+5%) – Effective July 1, 2006 Usage Billing rate established as follows:

Ready To Serve Monthly Fee	\$5.57
First Meter Per 1,000 Gallons	\$2.51
Second Meter Per 1,000 Gallons (135%)	\$3.39
Water Rate Out-side (140%) Village Service Area Limits Per 1,000 gallons	\$3.51
<ul style="list-style-type: none">Beginning July 1st 2007 and July 1st 2008 increase 5%. Every July 1st thereafter, unless otherwise directed by Council, an adjustment of 3% annually will be applied to the Water Rates	

Sewer Rates (+0%) – Effective July 1, 2006 Usage Billing rate established as follows:

Ready To Serve Monthly Fee	\$5.00
Per 1,000 Gallons	\$6.15
Sewer Rate Out-side (140%) Village Limits Per 1,000 gallons	\$8.61
<ul style="list-style-type: none">Beginning July 1st 2007 and every July 1st thereafter, unless otherwise directed by Council, an adjustment of 3% annually will be applied to the Sewer Rates	

Other Charges and Penalties:

Penalties on Late Monthly Charges (Cumulative)	5%
Turn-on and Turn-off Charges	\$35
Meter Calibration Charge	\$35
Water Only Meter	\$250

AYES: _____

NAY: _____

David F. Boyle Clerk

RESOLUTION DECLARED ADOPTED THIS ____ DAY OF MAY, 2006

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

MEMO

ddettling@villageofdexter.org

Phone (734)426-8303

Fax (734)426-5614

AGENDA 5.8.06
ITEM L-2

To: President Seta and Council
From: Donna Dettling, Village Manager
Date: May 8, 2006
Re: S2Grant Application (SRF & SWQIF)

Attached is a copy of the S2 Grant Application. Staff, along with OHM has developed a strategy to apply for the grant and submit a loan application.

- **Submit grant application May 2006.** At the next meeting, May 22, 2006, a completed application form along with the authorizing resolution will be submitted for approval by Council. The application will be forwarded to the State May 23, 2006. The following costs will be included for reimbursement in this first grant submittal:

1. Project plan \$48,000
2. Televising and other SSES work, approximately \$30,000
3. Metering work, approximately \$15,000
4. Design of I/I removal work to be done in Summer 2006, approximately \$50,000
5. Sewer portion of Rate Study, approximately \$6,250

Notification of grant approval from the State will occur in October 2006, with requests for reimbursements made immediately thereafter. The estimated total request in this first grant is \$134,325 or 90% of \$149,250. These reimbursements will be placed in the Sewer Fund to help offset upfront costs incurred prior to the processing of an SRF loan application.

- **During the summer of 2006 complete the I/I removal work.** The Village will use sewer fund RRI reserves to cover this cost up-front, and if necessary for cash flow these costs can be rolled into the SRF Loan. This effort is needed to get some additional REU's as soon as possible.
- **Submit Project Plan in July 2007 (SRF Loan Application).** The following activities can be included in the Loan Application:
 1. Loan for I/I removal activities completed in Summer 2006
 2. Loan for treatment plant expansion and construction of equalization basin
 3. Loan for potential land acquisition
 4. Loan for other sewer construction needs

Notification of loan ranking will be available in August 2007, which will indicate that the Village's loan application was approved and when (if) funding is available. The village will be permitted to incur costs that are loan eligible prior to approval. Construction activity on the larger projects could be designed, bid and ready to begin as early as 2008.

- **Submit 2nd grant application in October 2006.** This second grant application to cover the following costs:
 1. Design work associated with recommended alternative from the project plan (treatment plant expansion, equalization basin)

If you have any question, please contact me.

S2 GRANT APPLICATION

Application Assistance for the State Revolving Fund (SRF)
and the Strategic Water Quality Initiatives Fund (SWQIF)

Jennifer M. Granholm, Governor

Michigan Department of Environmental Quality (MDEQ)

Steven E. Chester, Director



<http://www.michigan.gov/deq>

Michigan Department of Treasury Michigan Municipal Bond Authority (Authority)

Robert J. Kleine, State Treasurer



<http://www.michigan.gov/treasury>

Administered by:

Department of Environmental Quality
Environmental Science and Services Division
Revolving Loan and Operator Certification Section
Chip Heckathorn, Chief

Department of Treasury
Michigan Municipal Bond Authority
Thomas Letavis, Executive Director

Mailing Addresses:

P.O. Box 30457
Lansing, Michigan 48909
517-373-2161

P.O. Box 15128
Lansing, Michigan 48901
517-335-0994

Delivery Addresses:

Constitution Hall
3rd Floor South
525 West Allegan Street
Lansing, Michigan 48933

Richard H. Austin Building
1st Floor
430 West Allegan Street
Lansing, Michigan 48922

Printed under the authority of Parts 52 and 53, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Completion of this application is mandatory for the applicant to be considered for S2 Grant Program assistance

PROJECT INFORMATION

Project Name _____

A. **Legal Name of Applicant** _____

The legal name of the applicant may be different from the name of the project. For example, a county may be the legal applicant, while the project may be named for the particular village or township it will serve

Applicant's Employee Identification No : _____

B. **Address of Applicant**

Street, P.O. Box _____

City, State & Zip _____

(Area Code and Telephone Number) (Fax Number) (E-mail Address)

C. **Designated Contacts for this Project**

1 Authorized Representative

Name _____

Title _____

Street, P.O. Box _____

City, State & Zip _____

(Area Code and Telephone Number) (Fax Number) (E-mail Address)

2 Applicant's Chief Administrative Officer

Name _____ Years in Position _____

3 Applicant's Chief Financial Officer

Name _____ Years in Position _____

4 Applicant's Bond Counsel

Name _____

Firm _____

Street, P.O. Box _____

City, State & Zip _____

(Area Code and Telephone Number) (Fax Number) (E-mail Address)

5 Applicant's Financial Advisor

Name _____

Firm _____

Street, P.O. Box _____

City, State & Zip _____

(Area Code and Telephone Number) (Fax Number) (E-mail Address)

6 Applicant's Consulting Engineer

Name _____

Firm _____

Street, P.O. Box _____

City, State & Zip _____

(Area Code and Telephone Number)

(Fax Number)

(E-mail Address)

D. Required Documents

The following documents must be submitted with your grant application. Your grant application may be returned as incomplete if the required documents are not attached.

- 1)* Authorizing Resolution of Grant Recipient. (An adopted and certified copy of the attached standard resolution, including the S2 Grant Agreement boilerplate, must be submitted)
- 2) Cost support documentation. (All requested costs must be supported with documentation, consistent with instructions on Pages 4-5)

* Requirement of the Michigan Department of Treasury

E. Disclosure of Conditions Requiring Repayment of Grant

The S2 Grant Program was specifically created with the intent of accelerating the progress of water pollution control efforts and stimulating the use of the revolving fund programs. It is expected that S2 grant recipients will be willing and able to complete the loan application process and finance the construction of needed facilities with loan assistance from the State Revolving Fund (SRF) and/or the Strategic Water Quality Initiatives Fund (SWQIF). Consistent with this intent and provisions of Part 53 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended:

The grantee shall repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the SWQIF if any of the following conditions occur*

(a) The applicant fails to submit an administratively complete loan application for assistance from the SRF or the SWQIF for the project within 3 years of the grant award.

(b) The project has been identified as being in the fundable range and the applicant declines loan assistance from the SRF or the SWQIF in that fiscal year

(c) The applicant is unable to, or decides not to, proceed with constructing the project or opts to finance construction by means other than a loan from the SRF or the SWQIF.

* Interest to be accrued from the time funds were disbursed

F. Scope Identification

Applicants can seek assistance to cover the costs of project planning, revenue system development and/or design services (bid document preparation). Only those applicants who have completed or nearly completed project planning can apply for grant funds for revenue system development and design. Applicants initially receiving grant assistance only for project planning can apply for a second grant to cover revenue system/bidding document preparation.

This application seeks grant assistance for:

☐ Project Plan Preparation ☐ Revenue System Development ☐ Design Engineering

Briefly describe the system deficiencies/water quality problems to be evaluated/addressed: (attach additional pages as necessary) _____

Identify the Plan of Study Area (POSA) for the project: _____

G. Agreement Period

Scheduled date for completion of scope of grant funded tasks: _____ (month/year)

Applicant intends to seek an SRF/SWQIF loan to construct in Fiscal Year _____ (Oct. 1 to Sept. 30 FY)

Resultant SRF Loan Project # (if known) _____

Resultant SWQIF Loan Project # (if known) _____

H. Survey Question: Would the applicant have undertaken the planning/design activities required to complete an SRF/SWQIF loan application without the availability of S2 Grant funds?

No ☐ Yes ☐ If no, describe financial limitations that would have prevented the applicant of doing so: _____

PROJECT COST INFORMATION

Please carefully read the attached instructions before completing the Project Cost Worksheet.

A. Project Cost Worksheet

Grant Budget Item	Incurred Project Costs*	Estimated Project Costs	Cost Supporting Documents Attached?	Total Project Costs
1. Planning Costs			<input type="checkbox"/> YES	
2. Revenue System Development Costs			<input type="checkbox"/> YES	
3. Design Engineering Costs			<input type="checkbox"/> YES	
4. Cost Subtotal				
5. LESS 10% Local Match				
6. Requested S2 Grant Amount (Line 4 minus Line 5)				

* Only costs incurred on or after December 1, 2005, the effective date of Act 254 of the Public Acts of 2005, are eligible for grant assistance

INSTRUCTIONS FOR COMPLETING THE PROJECT COST WORKSHEET

1. Entering Cost Figures

To complete the Project Cost Worksheet, enter costs incurred to date in the first column and estimated costs in the second column. **Please use whole dollar amounts for all entries.** A budget line item may have costs entered in each column; however, the entries must accurately reflect the division between incurred costs and estimates (i.e., the costs in the second column must not be a cumulative total). Please note that grant funding is not available for general local government administrative activities or activities performed by municipal employees. If you have any questions concerning which line an item should be entered on, please contact your MDEQ project manager for guidance.

2. Supporting Documentation

Adequate documentation must be attached to your submittal to support the costs included on the Project Cost Worksheet. Please check the box in the third column on each requested line item.

- For incurred costs, adequate supporting documentation means proof of billing or payment for each cost that is to be grant eligible. For engineering costs, this means copies of the monthly invoices from your consulting engineer. Only those costs incurred on or after December 1, 2005, are eligible for grant assistance.
- For estimated costs, adequate supporting documentation means either an executed contract or an invoice or letter from the vendor detailing the services to be rendered and their costs.

3. Executed Contracts

Please note that a contract between the municipality and the vendor must be executed for each service that has been or is to be rendered for project planning or design of an SRF or SWQIF project if the cost of such service is greater than \$50,000. An executed copy of each contract with a clear identification of the scope of the services and a contract period must be enclosed with your submittal.

4. Line-By-Line Completion Guidance

Line 1 – Planning Costs

The costs associated with project planning activities directly related to the project for which SRF or SWQIF loan assistance will be sought should be placed on Line 1. Please see the Clean Water State Revolving Fund Eligibility Guidance for a description of eligible planning activities.

Line 2 – Revenue System Development Costs

The costs associated with the development or updating of the municipality's system of user charges to cover the costs of project construction, operation, and maintenance should be placed on Line 2.

The costs to develop and pass sewer use ordinances, intermunicipal service agreements, or rate methodologies that are necessary for construction of the proposed project are eligible for reimbursement and may be included on Line 2.

Line 3 — Design Engineering Costs

The costs associated with SRF or SWQIF project design should be placed on Line 3.

Reasonable carrying charges (i.e., at the prevailing interest rate) assessed by an engineering firm that accepts deferred payment for its work are eligible for reimbursement and may be included on Line 1, 2, and/or 3

B. Covenants and Certifications

1. The applicant has the legal, managerial, institutional, and financial capability to plan, design, and build the project, or cause the project to be built, and cause all facilities eventually constructed to be adequately operated
2. The applicant certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the project, the prospects for its completion, or the applicant's ability to make timely repayments of the grant if the project does not proceed or if the project is funded through means other than a loan from the SRF or the SWQIF.
3. The applicant agrees to provide, as a minimum, a 10 percent local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.
4. The applicant agrees to maintain complete books and records relating to the grant and financial affairs of the project in accordance with generally accepted accounting principles (GAAP) and generally accepted government auditing standards (GAGAS).
5. The applicant agrees that all municipal contracts related to the project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.
6. The applicant will notify the MDEQ and the Authority within 30 days of the occurrence of any event which, in the judgment of the applicant, will cause a material change in the financial condition of the project, or, if the applicant has knowledge, of the wastewater transport and treatment system of which the project is a part. Such events include the receipt of funding from any other sources, including another state or federal program, for project costs financed by the S2 Grant.
7. The applicant agrees to provide any necessary written authorizations to the MDEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.
8. The applicant agrees that all pertinent records shall be retained and available to the MDEQ and the Authority for a minimum of three years after the actual initiation of operation of the project and that if litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.
9. The applicant agrees to ensure that planning and design activities of the project are conducted in compliance with the requirements of Part 53 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules and Recommended Standards for Wastewater Facilities published by the Wastewater Committee of the Great Lakes – Upper Mississippi River Board of State and Provincial

Health and Environmental Managers, and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

10. The applicant agrees that the project shall proceed in a timely fashion and will exercise its best efforts to cause completion of the associated loan application requirements within three years of award of a grant from the S2 Grant Program in accordance with Section 5204a of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.
11. The applicant certifies that: (a) if it is the owner or operator of an oceangoing vessel or a non-ocean-going vessel, it is in compliance with the requirements of MCL §324.3103a, and is on an applicable list prepared under MCL §324.3103a(4); and (b) if it has contracts for the transportation of cargo with an oceangoing or non-ocean-going vessel operator, that operator(s) is/are on an applicable list prepared under MCL §324.3103a(4)

I certify that I am the authorized representative designated by the governmental unit that will receive the grant for this project and that the application information being submitted is complete and accurate to the best of my knowledge.

I further certify that _____ (legal name of applicant)
agrees to and will abide by the covenants, assurances and certifications stipulated in Section B above.

Name and Title of Authorized Representative (Please Print or Type)

Signature of Authorized Representative (Original Signature Required)

Date

Please return the application and the specified attachments to:

REVOLVING LOAN AND OPERATOR CERTIFICATION SECTION
ENVIRONMENTAL SCIENCE AND SERVICES DIVISION
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

MAILING ADDRESS
P.O. BOX 30457
LANSING MI 48909-7957

DELIVERY ADDRESS
CONSTITUTION HALL 3RD FLOOR SOUTH
525 W ALLEGAN ST
LANSING MI 48933

Grant Applications Submitted By:	Can Expect A Grant Award In:*
July 1	October
October 1	January
January 1	April
April 1	July

* Assumes any identified application deficiencies will be resolved by the applicant within 60 days of application submittal.

County of _____

Resolution Authorizing the S2 Grant Agreement

Minutes of the regular meeting of the Board of the _____, County of _____, State of Michigan, held on _____.

PRESENT: Members: _____

ABSENT: Members: _____

Member _____ offered and moved the adoption of the following resolution, seconded by Member _____

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Part 52"), provides at MCL 324.5204a that the Michigan Municipal Bond Authority (the "Authority") in consultation with the Michigan Department of Environmental Quality (the "DEQ", collectively with the Authority, the "State") shall establish a strategic water quality initiatives grant program to provide assistance to governmental units to complete the application for a loan under the State Revolving Fund ("SRF") program or Strategic Water Quality Initiatives Fund ("SWQIF") program; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended (the "Act"), Part 52, and other applicable provisions of law, the Authority, the DEQ, and a governmental unit (the "Governmental Unit") that is a grant recipient shall enter into a grant agreement (the "S2 Grant Agreement") that requires the Governmental Unit to repay the grant under certain conditions as set forth in MCL 324.5204a; and

WHEREAS, the Governmental Unit does hereby determine it necessary to undertake planning and/or design activities related to a future project for which an SRF or SWQIF loan will be sought; and

WHEREAS, it is the determination of the Governmental Unit that at this time, a grant in the aggregate principal amount not to exceed _____ ("Grant") be requested from the Authority and the DEQ to pay for the planning and/or design activities; and

WHEREAS, the Governmental Unit shall obtain this Grant by entering into the S2 Grant Agreement with the Authority and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. _____ and _____ are each designated as an Authorized Representative for purposes of the S2 Grant Agreement.
2. The proposed form of the S2 Grant Agreement between the Governmental Unit and the State (attached hereto as Appendix I) is hereby approved and the Authorized Representative is authorized and directed to execute the S2 Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.
3. As stated in the S2 Grant Agreement, the Grant shall become a repayable obligation (the "Repayable Obligation") if any of the following occur:

(a) the Governmental Unit fails to submit an administratively complete loan application for assistance from the SRF or the SWQIF for the project within 3 years of the Grant award;

(b) the project has been identified as being in the fundable range and the Governmental Unit declines loan assistance from the SRF or the SWQIF in that fiscal year; or

(c) the Governmental Unit is unable to, or decides not to, proceed with constructing the project or opts to finance construction by means other than a loan from the SRF or the SWQIF.

4. The Governmental Unit hereby pledges its limited tax full faith and credit for payment of the Repayable Obligation subject to applicable constitutional, statutory and Governmental Unit tax rate limitations.

5. The Governmental Unit shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for general local government administrative activities or activities performed by municipal employees

6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the State in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the State or as may be otherwise necessary to effect the approval and delivery of the Grant.

7. The Governmental Unit acknowledges that the S2 Grant Agreement is a contract between the Governmental Unit and the State.

8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: Members:

NAYS: Members:

RESOLUTION DECLARED ADOPTED

Clerk
_____, County of _____

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the _____ of _____, County of _____, State of Michigan, at a regular meeting held on _____, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Name
_____ of _____, Clerk
_____ of _____, County of _____



STATE REVOLVING FUND AND STRATEGIC WATER QUALITY INITIATIVES FUND ("S2") GRANT AGREEMENT

This Grant Agreement ("Agreement") is made among the Michigan Department of Environmental Quality, Environmental Science and Services Division (the "DEQ"), The Michigan Municipal Bond Authority (the "Authority") and the _____, County of _____ ("Grantee")

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the Authority to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: S2 Grant.

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A do not guarantee that loan assistance from the State Revolving Fund or Strategic Water Quality Initiatives Fund

GRANTEE INFORMATION:

Name/Title of Authorized Representative

Address

Address

Telephone number

Fax number

E-mail address

Federal ID number

DEQ REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

Fax number

E-mail address

GRANT INFORMATION:

Project Name:

Project #:

Amount of Grant: \$

Amount of Match \$ (10% or more)

Project Total \$ (grant plus match)

Start Date: End Date:

AUTHORITY REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

Fax number

E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

Signature of Grantee

Date

Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Its Authorized Officer

Date

MICHIGAN MUNICIPAL BOND AUTHORITY

Its Authorized Officer

Date

This Agreement is made as of _____, 20____ among the Grantee, the Authority, and the DEQ, (the DEQ and the Authority are, collectively, the "State"), in consideration for providing grant assistance to the Grantee. This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

I. PROJECT SCOPE

(A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the Project within the time period allowed for in this Agreement.

II. AGREEMENT PERIOD

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred between the Start Date and the End Date shall be eligible for payment under this Grant.**

III. CHANGES

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A.

IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the State.

(C) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(D) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(E) The Grantee understands that it is a crime to knowingly and willfully file false information with the DEQ for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

VI. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VII. NON-DISCRIMINATION

The Grantee shall not discriminate against an employee or applicant for employment with respect to their hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that any sub-agreement shall contain a nondiscrimination provision identical to this provision and binding upon any and all subcontractors. This covenant is required pursuant to the Elliott Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the contract or purchase order.

VIII. UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, *et seq*, the DEQ shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. The Grantee shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any contract if, subsequent to award of the contract, the name

of the grantee as an employer, or the name of the subcontractor, manufacturer, or supplier of the Grantee appears in this register.

IX. LIABILITY

(A) All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of the Grantee under this Agreement shall be the responsibility of the Grantee, and not the responsibility of the State, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Grantee, any subcontractor, anyone directly or indirectly employed by the Grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity the Grantee has as provided by statute or modified by court decisions.

(B) All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this agreement shall be the responsibility of the State and not the responsibility of the Grantee if the liability, loss, or damage is caused by or arises out of, the action or failure to act on the part of any State employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the State, its agencies or employees as provided by statute or court decisions.

(C) In the event that liability, loss, or damage arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Grantee and the State in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees, respectively as provided by statute or court decisions.

X. CONFLICT OF INTEREST

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's Board of Directors, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement, unless proportional to all other entities and as a normal outcome of implementing this Agreement.

XI. AUDIT AND ACCESS TO RECORDS

See Section XVIII (C).

XII. INSURANCE

The Grantee shall maintain insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

XIII. FEES AND OTHER SOURCES OF FUNDING

The Grantee shall not seek nor obtain funding through fees or charges to any client receiving services for which the State reimburses the Grantee under this Agreement. The Grantee guarantees that any claims made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

XIV. COMPENSATION

(A) A breakdown of project costs covered under this Agreement is identified in Exhibit A. The State shall pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A. All costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.

(B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the project by the End Date of this Agreement.

XV. CLOSEOUT

(A) A determination of Project completion shall be made by the DEQ upon satisfactory completion of the activities, products and deliverables described in Exhibit A and submittal of a request for final payment.

(B) The Grantee shall provide the DEQ, within 30 days of the End Date all outstanding financial reports, products and deliverables required as a condition of the Agreement.

(C) Final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(D) The Grantee shall immediately refund to the State any payments or funds advanced to the Grantee in excess of allowable reimbursable billings.

(E) Grants may be audited by the State. Total expenditures are subject to audit and repayment of any overpayment of the DEQ share if an audit determines that total project costs were not incurred as billed.

XVI. CANCELLATION

This Agreement may be canceled, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding.

XVII. TERMINATION

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

(1) The State may terminate a Grant or withhold payment if the recipient fails to comply with the terms and conditions of the agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules. If the Grant is terminated, the State may recover all funds awarded.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement, the State may terminate this Agreement with no further penalty whatsoever to the Grantee, and the Grantee, upon demand by the State, shall reimburse the State for all money received under this Agreement.

(3) If the Grantee uses the Grant for any purpose other than those described in Exhibit A or otherwise approved by the State, the State may terminate the Grant and require immediate repayment from the Grantee of disbursed funds for the misused portion of the Grant.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any subagreement, is:

(1) Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;

(2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(3) Convicted under State or federal antitrust statutes;

(4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(5) Included on the United State Environmental Protection Agency Suspension and Debarment list.

(C) If the State finds, after a notice and hearing, that the Grantee or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee or agent of the State, in an attempt to secure a sub-agreement or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement, the State may, by written notice to the Grantee, terminate this Agreement.

XVIII. PROGRAM-SPECIFIC REQUIREMENTS: S2 REPAYABLE GRANT

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant monies shall be expended only to cover application costs for loan assistance from the State Revolving Fund (the "SRF") or the Strategic Water Quality Initiatives Fund (the "SWQIF").

(2) Grant funds shall not be used for general local government administrative activities or activities performed by municipal employees.

(3) The Grantee has full legal right, power and authority to (i) execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF if any of the following occur as determined by the State:

(1) The Grantee fails to submit an administratively complete loan application for assistance from the SRF or the SWQIF for the SRF or SWQIF project within 3 years of the Grant award.

(2) The SRF or SWQIF project has been identified as being in the fundable range and the Grantee declines loan assistance from the SRF or the SWQIF during that State fiscal year.

(3) The Grantee is unable to, or decides not to, proceed with constructing the SRF or SWQIF project or opts to finance construction by means other than a loan from the SRF or the SWQIF.

(C) Covenants and Certifications

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The applicant certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the applicant's ability to make timely repayments of the grant if the Project does not proceed or if the Project is funded through means other than a loan from the SRF or the SWQIF.

(3) The Grantee agrees to provide as a minimum a 10% local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee will notify the DEQ and the Authority within 30 days of the occurrence of any event which, in the judgment of the applicant, will cause a material change in the financial condition of the Project, or, if the applicant has knowledge, of the wastewater transport and treatment system of which the Project is a part. Such events include the receipt of funding from any other sources, including another state or federal program, for Project costs financed by the S2 Grant.

(7) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

(8) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(9) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of Part 53 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules and Recommended Standards for Wastewater Facilities published by the Wastewater Committee of the Great Lakes – Upper Mississippi River Board of State and Provincial Health and Environmental Managers, and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(10) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to cause completion of the associated loan application requirements within three years of award of the S2 Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(a) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(11) The Grantee certifies that: (a) if it is the owner or operator of an oceangoing vessel or a non-oceangoing vessel, it is in compliance with the requirements of MCL §324.3103a, and is on an applicable list prepared under MCL §324.3103a(4); and (b) if it has contracts for the transportation of cargo with an oceangoing or non-oceangoing vessel operator, that operator(s) is/are on an applicable list prepared under MCL §324.3103a(4).

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 90% of eligible costs that have been adequately documented. Due to the State's year-end closing procedures, there will be an accelerated due date to report all work that has been completed, but has not been included on a disbursement request form, through September 30. Advance notification regarding the due date for this information will be sent to the Grantee. If the Grantee is unable to submit a disbursement request in early October for the period ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year. The forms provided by the State will include instructions on their use and shall be submitted to the State representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions.

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

Project No. _____

S2 Grant Program

Exhibit A

Grantee: _____

Project Name: _____

DEQ Approved Grant Amount: \$ _____; _____

Dollars

Time Period for Eligible Costs: Start Date _____ (month/year)

End Date _____ (month/year)

Description of Approved Project Scope:

DEQ Approved Project Costs	
1. Planning Costs	\$
2. Revenue System Development Costs	\$
3. Design Engineering Costs	\$
4. Eligible Cost Subtotal	\$
5. LESS ($\geq 10\%$) Local Match	\$
6. Approved S2 Grant Amount (Line 4 minus Line 5)	\$

The following services have been determined to be ineligible for S2 Grant assistance, for the reasons listed, and have been excluded from the approved project costs shown above:

Wastewater Infrastructure Financing: Michigan's SRF and SWQIF Programs



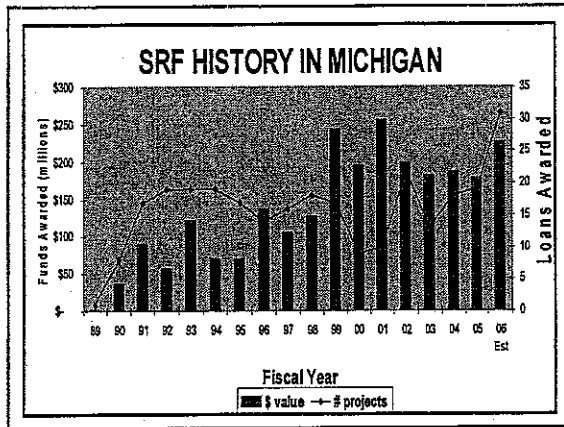
State Revolving Fund (SRF or CWSRF)

- First loan tendered in 1989
- Jointly administered by MDEQ and MMBA
- Leveraged program
- Fixed rate loans with 20 year amortization
- Interest rates set annually (1 5/8% - 2 1/2 %);
1 5/8% for FY 2006
- Federal cap grants and 20% state match plus up
to \$900 million in Proposal 2 resources
- Current lending capacity: \$200 - \$500 million/yr
- Over \$2.3 billion w/ 260 loans to date

SRF Loan Project Eligibility

- I: Secondary Treatment
- II: Advanced Treatment
- IIIA: Minor Rehabilitation (1/1 Removal)
- IIIB: Major Rehabilitation
- IVA: New Collection Sewers
- IVB: New Interceptors
- V: CSO Control
- VI: Storm Water Treatment

- VII: Non-Point Source Projects



Strategic Water Quality Initiatives Fund (SWQIF)

- First loan tendered in 2004
- Jointly administered by MDEQ and MMBA
- Fixed rate loans with 20 year amortization
- Interest rates set annually (1 5/8 % for FY 06)
- State funded from Proposal 2 resources (\$60 - \$100 million)
- Nearly \$3 million w/ 4 loans to date

SWQIF Loan Project Eligibility

- On-Site Septic Tank & Tile Field Upgrade or Replacement
- Infiltration/Inflow Removal from Sanitary or Combined Sewer Leads
 - Footing drain removal
 - Downspout disconnect
 - Lead rehabilitation
 - Yard drain removal

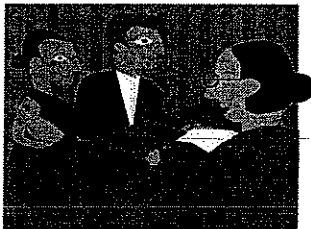
SRF/SWQIF Improvements (FY 05)

- Expanded Eligibilities
 - Project Planning
 - Sewer Rehabilitation for Structural Integrity
 - Demolition/Decommissioning
- Increased Loan Contingency (6%)
- Non-Point Source Projects (SRF)

S2 Grant Program

- Key Sponsor: Rep John Stakoe
- To spur interest in/use of SRF & SWQIF loans
- To accelerate use of Proposal 2 monies
- \$40 million from Proposal 2 SWQIF allocation for a two year period
- \$1 million limit per municipality
- Provides 90% of the costs of completing an SRF/SWQIF loan application and ease the cash flow problem sometimes encountered

S2 Application Process



S2 Grant

Because an S2 grant will need to be repaid to the State under certain conditions, each potential applicant should be convinced it will have the POLITICAL WILLINGNESS, LEGAL AUTHORITY and FINANCIAL ABILITY to construct the recommended project with an SRF and/or SWQIF loan and service that debt.

Application Contents

Authorizing Resolution of Grant Recipient
(An adopted and certified copy of the standard resolution must be submitted)

Grant Agreement
(Official blank sample copy as attached to the application.)

Cost support documentation.
(All requested costs must be supported with invoices and signed contracts)

Application Timeline

Grant Applications Submitted By:	Can Expect A Grant Award in:*
• July 1	October
• October 1	January
• January 1	April
• April 1	July

*Assumes any identified application deficiencies will be resolved by the applicant within 60 days of application submittal.

Eligible Planning Costs

- flow monitoring
- infiltration/inflow analyses sewer system evaluation surveys
- soil surveys
- environmental surveys
- wetlands surveys
- archeological surveys (compliance with State Historical Preservation Office requirements)
- qualified "pilot studies"
- public participation - public hearings
advertisements and activities
- other tasks necessary for SRF/SWQIF project planning

Eligible Design Costs

- basis of design
- preparation of plans and specifications
- value engineering

Eligible Revenue System Development Costs

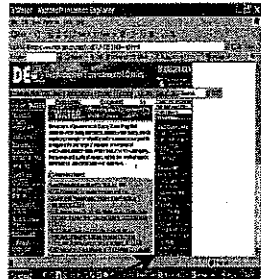
- Preparation/amendment of sewer use and rate ordinances
- Preparation/revision of intermunicipal service agreements
- Preparation/revision of revenue system budgets and rate methodologies for DEQ review
- Other qualified costs

Revolving Fund Program Contacts

MI Department of Environmental Quality
Environmental Science and Services Division
Revolving Loan and Operator Certification Section
517-373-2161

S2 Application Package

Available on line at
DEQ.gov



Questions?



2006 AGREEMENT BETWEEN

**Washtenaw Development Council
and
Village of Dexter**

Agreement made and entered into as of this first day of January, 2006, by and between the Washtenaw Development Council, a Michigan non-profit corporation "WDC" and **Village of Dexter** municipal corporation, the address of which is 8140 Main Street, Dexter, MI 48130

WITNESSETH:

Whereas, the Washtenaw County area is in need of an aggressive and comprehensive effort to hold and attract business and industry to the area; and

Whereas, the WDC is a body organized to promote, market and service prospective new clients; provide service to existing business firms; and provide other services as requested or specified by contracting parties; and

Whereas the WDC desires long range commitments from municipal and other contracting bodies; and

Whereas, **Village of Dexter** recognizes the need for economic development within the area and will benefit from the activities and services rendered by the WDC; and

Whereas, **Village of Dexter** is willing to participate in and partially fund the activities of the WDC.

Now therefore, in consideration of the mutual covenants and premises contained herein, it is agreed:

1. Scope of Services. WDC agrees to provide the following services to **Village of Dexter** in accordance with the terms and conditions of this Agreement:

- a.) Conduct economic development efforts within the boundaries of **Village of Dexter** concurrently with its economic development efforts on a County-wide basis to benefit all citizens of the County;
- b.) Attract new industry within the boundaries of **Village of Dexter** concurrently with its County-wide responsibilities;
- c.) Coordinate services for economic development to eliminate duplication of efforts;
- d.) Provide a continuous communications mechanism between leaders of government and the private sector in addressing economic development needs and concerns;
- e.) Assume, maintain and assist in reorganizing if necessary any existing economic development efforts by **Village of Dexter** to provide equivalent or better services

The specific duties of the responsible individuals, the manner of rendition of services, the keeping of accounts, books, reports, and ancillary agreements for the receipt and expenditure of funds and accounting shall be set forth in the WDC Operating Procedures, which procedures are incorporated by reference and made a part of this agreement

2. Compensation. **Village of Dexter** agrees to pay WDC an annual sum of **\$2,000** for the term of this Agreement **Village of Dexter** agrees that the sum set forth above is its contribution to the annual budget of the WDC for the fiscal year 2006
3. Equal Access. WDC shall provide the services without discrimination on the basis of race, color, religion, national origin, sex, sexual preference, marital status, handicap, or age

4. Term. This Agreement shall commence on January 1, 2006 and terminate at the close of December 31, 2006. However, it is contemplated that this Agreement shall be renewed by the parties indefinitely from year to year and that the WDC has planned, programmed, and prepared preliminary budgets for three (3) years from the date of this Agreement in reliance upon the anticipated renewal of this Agreement. In the event either party elects not to renew this Agreement, such party shall give written notice to the other party at least ninety (90) days prior to the termination or to the expiration date of this Agreement, whichever is sooner to occur; provided, however that **Village of Dexter** shall fund WDC program activities at least ninety (90) days from such notice or to the expiration date, whichever is greater, regardless of the date of termination.
5. Reports, Records, and Accounts. The WDC shall prepare an annual report giving an accounting of the funds expended under this Agreement and the services rendered by WDC during the term of this Agreement. WDC shall maintain records and accounts, including property, personnel and financial records, to assure a proper accounting for all funds. These records shall be made available for audit purposes to **Village of Dexter** or its representatives at all reasonable times, and copies thereof shall be furnished upon request at no cost to **Village of Dexter**. Such records and accounts shall be retained for three (3) years or longer if requires by applicable law after the expiration of this Agreement unless permission to dispose of them prior to expiration of such period is granted to WDC by **Village of Dexter**.
6. Personnel. WDC personnel, when hired, shall not be employees of or have any contractual relationships with **Village of Dexter** or any of its agencies. All services required hereunder shall be performed by WDC or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services.
7. Equal Employment Opportunity. WDC shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual preference, national origin, physical handicap, age, height, weight, or marital status (except insofar as it relates to a bona fide occupational qualification reasonably necessary to the normal operations of the business).
8. Default. This Agreement may be terminated by either party upon the default of the other in the performance or the failure to perform the terms and conditions of this Agreement; provided, that the party claiming default shall give the defaulting party written notice of the default and ninety (90) days within which to cure such default. In the event that this Agreement is terminated, any monies advanced by one party to the other shall be refunded, with the amount of such refund being pro-rated based upon a 365 day year.
9. Extent of Agreement. This Agreement represents the entire contract between **Village of Dexter** and WDC and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both **Village of Dexter** and WDC.
10. Independent Contractor. The relationship of the WDC to **Village of Dexter** is and shall continue to be that of an independent contractor and no liability or benefits such as workers compensation, pension rights or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this contract.
11. Waiver of Liability. The WDC waives any claim against **Village of Dexter** and agrees not to hold **Village of Dexter** liable for any personal injury or property damage incurred by WDC or by its employees, agents, and/or associates which is not held by a court of competent jurisdiction to be solely and directly attributable to the negligence or intentional conduct of **Village of Dexter** or of any employee of **Village of Dexter** acting within the scope of their employment. The WDC further agrees to hold **Village of Dexter** harmless from any such claim brought by or on behalf of any associate, employee and/or agent of the WDC.
12. Indemnity. WDC agrees to indemnify, defend, and hold **Village of Dexter** harmless against, and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses which may be imposed and incurred by, or asserted against **Village of Dexter** by reason of:

- a) Any negligent or tortious acts, error or omission of WDC or any of its associates, employees and/or agents; and/or
- b) Any failure by the WDC or any of its associates, employees and/or agents to perform its/their implied and/or express obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above

Village of Dexter

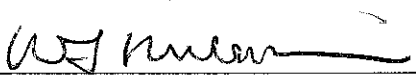
Jim Seta, President

Date

David Boyle, Clerk

Date

Washtenaw Development Council



William G. Milliken, Jr., Chair, Board of Directors

4/13/06

Date